

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/438/2026

ELXR BEVERAGES
VS
NATURES BASKET LIMITED

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 22nd June, 2026.

Appearance:

Mr. Labeeb Faeq, Adv.

Mr. Aditya Chakraborty, Adv.

Mr. Titas Sasmal, Adv.

...for the petitioner

The Court :- Affidavit-of-Service is taken on record.

Despite service, none appears on behalf of the respondent.

The petitioner has preferred the present application under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the dispute between the parties arising out of and in connection with the terms of the trade agreement dated 15.04.2025 executed between the parties.

The learned Counsel for the petitioner states that the petitioner entered into the partnership agreement with the respondent for carrying out business of manufacturing and sale of the beverage product under the name and style of "Bloody Bubbly". The respondent is a retail company operating retail and online grocery business and food stores under the brand "Nature's Basket".

Learned Counsel for the petitioner submits that under the terms of the trade agreement dated 15.04.2025, the petitioner's product were agreed to be listed and sold through the respondent's retail network. As the condition precedent for on boarding and listing the products across the respondent's retain network, the respondent allegedly collected item listing charges amounting to Rs.5,00,000/- from the petitioner.

Learned Counsel for the petitioner further submits that pursuant to execution of the agreement the petitioner supplied its product against initial purchase orders issued by the respondent during April, 2025 and May, 2025. However, after the initial launch period the respondent abruptly and arbitrarily disrupted the replenishment cycle by either failing to issue requisite purchase order or issuing commercially unviable purchase orders containing quantities substantially below operationally sustainable levels and therefore failing to adhere to the mutual understating between the parties and/or trade usage. The petitioner submits that despite repeated communication with the respondent the supply chain was not restored and no effective commercial arrangement was put in place. As a consequence, the petitioner claims to have suffered financial loses, inventory related loses, commercial prejudice and reputational injury.

Learned Counsel for the petitioner states that the petitioner issued a legal notice dated 06.12.2025 calling upon the respondent to refund the item listing charges and compensate the petitioner for the further losses allegedly suffered. The respondent replied to the said legal notice vide its reply dated 18.12.2025 denying the allegations and disputing its liability.

Thereafter, further correspondences took place between the parties, however, no settlement could be arrive at.

Learned Counsel for the petitioner further states that placing rely on Clause 13 of the terms of trade agreement which contains an arbitration clause the petitioner issued a notice under Section 21 of the Arbitration and Conciliation Act dated 24.03.2026 invoking the arbitration agreement and seeking appointment of a learned Sole Arbitrator. Despite receipt of the said notice, the respondent failed to respond thereto or take any steps for constitution of the arbitral tribunal.

Learned Counsel for the petitioner further states that the failure to appoint an Arbitrator has resulted in the disputes remaining unresolved and accordingly, the petitioner has been constrained to file the present petition.

Having considered the materials placed on record and the submissions advanced by the learned Counsel for the petitioner, this Court finds that there exists a valid and subsisting arbitration agreement between the parties. The disputes raised by the petitioner arise out of and in connection with the terms of the trade agreement dated 15.04.2025 are *prima facie* arbitrable in nature. This Court is satisfied that the arbitration agreement has been duly invoked and that the procedure for the appointment of the learned Sole Arbitrator has been duly complied with by the petitioner. However, owing to the non-responsive attitude of the respondent, the same has resulted into non-appointment of the Arbitrator. The scope of examination under Section 11 of the Arbitration and Conciliation Act being confined to the existence of a valid arbitration

agreement and the *prima facie* arbitrability of the disputes. This Court is of the view that the present application deserves to be allowed.

Accordingly, this Court appoints Mr. Debraj Sahoo, Advocate (Mob: 9831544867) as the Sole Arbitrator to adjudicate the disputes between the parties.

All questions relating to arbitrability of the dispute, admissibility of the claims, limitation and other issues are kept open to be urged before the learned sole Arbitrator.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)