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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 1 OF 2026

K. N. Agri Resources Ltd, A Limited Company, Mumbai ...Petitioner
Versus
SGZ And SGA Sugars JV Limited A Limited Company,
Sangli ...Respondent

Mr. Mohan Jayakar a/w. Mr. Akshay Kulkarni & Mr. Rishi Patodia i/b.
Jayakar & Partners, Advocates for the Petitioner.
Mr. Kuldeep Nikam (through V.C.) a/w. Mr. Pratikk Patil, Advocates
for Respondent.

CORAM : M.M. SATHAYE, J.

DATE : 7th APRIL, 2026

P.C. :

1. Heard learned counsel for the parties.
2. This petition is filed for appointment of sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1966 ("the said Act", for short).
3. Learned counsel for the Petitioner relying upon Clause 10 of the "Term Sheet for Sale of Assets / Lease Manufacturing Unit" dated 17.04.2024 seeks appointment of the Arbitrator. The Petitioner inviting the Court's attention to the communications dated 14.02.2026 (email and physical letter), contends that the arbitration clause has been invoked.
4. Learned counsel for the Respondent submits that after the petition was filed, the invocation notice was replied and certain

names were suggested.

5. Today it is submitted jointly that parties have agreed to appoint Retired Smt. Justice Sadhana S. Jadhav, C/o Adv. Vijay Hiremath, 108, Seksaria Chamber, Naginadas Master Road, Opp. Commerce House, Kala Ghoda, Fort, Mumbai - 400 001, Mobile No: 9422989004, Email: sjadhav0660@gmail.com as a sole Arbitrator for resolution of the dispute.

6. In view of the joint request, following order is passed :

- (a) Retired Smt. Justice Sadhana S. Jadhav is appointed as Arbitrator to arbitrate over the dispute between the parties.
- (b) The learned Arbitrator is at liberty to fix the schedule as well as arbitration-fees in accordance with law.
- (c) Despite mention of place 'Sangli' in Clause 10 of the said agreement, the parties jointly agreed, through their learned counsel, that the place of arbitration shall be decided by mutual agreement and convenience of the sole Arbitrator.

7. Petition is allowed and disposed of in above terms.

8. All concerned to act on duly authenticated or digitally signed copy of this order.

(M.M. SATHAYE, J.)