Shabnoor

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMM ARBITRATION APPLICATION NO.455 OF 2026

SHABNOOR AYUB PATHAN
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Date: 2026.10.01 18:33:20 +0530

Shiv Keshrimal Agrawal … Applicant

V/s.

Farma Hub Overseas Private Limited & Ors … Respondents

Mr. Abhishek Khare with Bindu Parekh Simran Nair i/b Khare Legal Chambers, for the Applicant.

Mr. Omar Khaiyam Shaikh i/b Mohd F. Shaikh, for Respondent Nos.2 and 3.

CORAM : AMIT BORKAR, J.

DATED : OCTOBER 1, 2026

P.C.:

1. The present Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("the Act"), seeking appointment of an Arbitrator for adjudication of the disputes and differences stated to have arisen between the parties under the Shareholders' Agreements dated 15th February 2024 and 29th August 2024. The arbitration agreement between the parties is contained in Clause 21 of the said Agreements. Copies of the said Agreements are placed at pages 47 and 58 of the Application. For the sake of brevity, the arbitration clause is not reproduced herein. Suffice it to observe that this Court has jurisdiction to entertain the present Application under Section 11 of the Act.

2. The record shows that the Applicant invoked the arbitration

agreement by issuing a notice dated 25th May 2026.

3. Upon consideration of the material placed on record, I am satisfied that the Applicant has duly invoked the arbitration agreement contained in the aforesaid Shareholders' Agreements.

4. In view of the judgment of this Court in Shiv Keshrimal Agrawal v. Farma Hub Overseas Private Limited (CARBP(L) No.14011 of 2026), and particularly the observations made in paragraphs 50 and 53 thereof, I am satisfied that, for the limited purpose of entertaining an application under Section 11 of the Act and considering the appointment of an Arbitrator, the territorial jurisdiction of this Court is established.

5. Having regard to the aforesaid circumstances and the material placed on record, this Court is satisfied that there exists a valid and subsisting arbitration agreement between the parties and that the said arbitration agreement has been duly invoked by the Applicant. The disputes and differences stated to have arisen between the parties arise out of or in connection with the Shareholders' Agreements dated 15th February 2024 and 29th August 2024. The said disputes are, therefore, required to be referred to arbitration before a Sole Arbitrator.

6. In the aforesaid circumstances, the present Application under Section 11 of the Act is disposed of by passing the following order:

> (i) Mr. Cyrus Jal, an Advocate of this Court, is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of or in connection with the aforesaid Shareholders' Agreements.

Office Address: Chambers of Karl Tamboly, Office No. 3, 2nd Floor, Brady House, 12/14, Veer Nariman Road, Fort, Mumbai 400001.

Contact No.: 9820343038.

(ii) The Advocates for the Applicant shall communicate a copy of this Order to the learned Sole Arbitrator within a period of one week from today. The Applicant shall also furnish to the learned Sole Arbitrator the contact and communication particulars of the parties, together with a copy of this Order.

(iii) The learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocates for the Applicant, so as to enable the same to be placed before the Registry of this Court. The Registry shall retain the said Statement of Disclosure on the file of the present Application. A copy thereof shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent.

(iv) The learned Sole Arbitrator is requested to furnish the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from the date of receipt of a copy of this Order.

(v) The parties shall appear before the learned Sole Arbitrator on such date and at such place as may be fixed by the learned Sole Arbitrator, for obtaining appropriate

directions concerning the conduct of the arbitral proceedings. Such directions may include fixing the schedule for filing of pleadings, examination of witnesses, if any, and dates of hearing. At the first meeting, the parties shall furnish to the Arbitral Tribunal valid and functional email addresses, together with the mobile and landline telephone numbers of their respective Advocates. Communications addressed to and sent at the said email addresses shall constitute valid service of correspondence in connection with the arbitral proceedings.

(vi) The costs and fees of the arbitration and the fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance. The payment of such costs and fees shall, however, remain subject to the final Award that may be passed by the Arbitral Tribunal in relation to costs.

7. The learned Sole Arbitrator shall be at liberty to adjudicate upon the claims and counterclaims, if any, raised by the parties and shall determine all questions relating to the merits of the disputes in accordance with law.

8. All steps and actions required to be taken pursuant to this Order may be taken on the basis of a downloaded copy of the Order as made available on the official website of this Court.

9. The present Application stands disposed of in the aforesaid terms.

(AMIT BORKAR, J.)