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

COMM. ARBITRATION APPLICATION NO. 626 OF 2026
WITH
COMM. ARBITRATION PETITION NO.1025 OF 2026

Rikki Gajanand Agarwal … Applicant

In the matter between

Dooj Manoharlal Ramchandani Respondent no. 1

V/s.

Amer Ahmad Javed … Respondent no. 2

Mr. Siddharth Joshi with Nabeel Malik and Vineet Sawant i/b Tuli and Co. for the Applicant.

Mr. Rashmin Khandekar with Shalaka Patil and Kartikey Bhalotia i/b Trilegal, for Respondent no. 1 in both matters.

Mr. Akash Menon with Mr. Harshita Gupta, for Respondent no. 2.

CORAM : AMIT BORKAR, J.

DATED : OCTOBER 14, 2026

P.C.:

1. The present Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, "the Act"), seeking appointment of an Arbitrator for adjudication of the disputes and differences stated to have arisen between the parties under an Agreement dated 3 July 2013.

2. The arbitration agreement between the parties is contained in Clause 40 of the said Agreement, a copy of which is placed at

page 81 of the Application. For the sake of brevity, the said arbitration clause is not reproduced herein. It would suffice to observe that this Court has jurisdiction to entertain and decide the present Application.

3. The material placed on record indicates that the Applicant invoked the arbitration agreement by issuing a notice dated 2 June 2026.

4. Upon consideration of the material placed on record, this Court is satisfied that the Applicant has duly invoked the arbitration agreement in accordance with law.

5. This Court is satisfied that a valid and subsisting arbitration agreement exists between the parties and that the same has been duly invoked by the Applicant. In these circumstances, the disputes and differences arising out of or in connection with the Agreement dated 3 July 2013 deserve to be referred to arbitration before a Sole Arbitrator.

6. In view of the aforesaid circumstances, the present Application under Section 11 of the Act deserves to be disposed of in terms of the following order:

> A) Mr. Justice Avinash Gharote, former Judge of this Court, is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the aforesaid Agreement.
>
> Office Address: Plot No. 49, Ground Floor, Shreenarayan Complex, Besides Punjab National Bank, Bajaj Nagar, Nagpur 440010.

Email: avinashgharote.arb@gmail.com

B) 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 Arbitral Tribunal the contact and communication particulars of the parties, along with a copy of this Order.

C) 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, to enable them to place the same before the Registry of this Court. The Registry shall retain the said Statement on the file of the present Application. The Advocates for the Applicant shall furnish a copy thereof to the Advocates for the Respondent.

D) The parties shall appear before the learned Sole Arbitrator on such date and at such place as may be indicated by the learned Sole Arbitrator, for obtaining appropriate directions regarding the conduct of the arbitral proceedings. Such directions shall include the schedule for filing of pleadings, examination of witnesses, if any, and dates of hearing. At the said 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 sent to the email addresses so furnished shall constitute valid service of correspondence in connection with the arbitral

proceedings.

E) The costs and fees of the arbitration, including the fees of the Arbitral Tribunal, shall be borne equally by the parties in the first instance. The liability of the parties in respect of such costs and fees shall remain subject to the final Award that may be passed by the Arbitral Tribunal, including its determination regarding costs.

7. The statement made on behalf of Respondent No. 2 that he shall hand over the documents enumerated in Clauses 1 and 2 of the Note is accepted. Respondent No. 2 shall hand over the said documents within a period of three weeks from today. Clauses 1 and 2 of the Note read as under:

Information / Documents to be handed over by Respondent No. 2 within 3 (Three) weeks from the Order

"1. 1Password Account of Blink LLP, by making the Petitioner and Respondent No. 1 owners of such accounts. The Petitioner and Respondent No. 1 shall thereafter revoke access of Respondent No. 2 and remove him as owner.

2. By handing over to the Petitioner and Respondent No.1, physical/hard copies of:

2.1 1 Password Emergency Kit containing all account information of Blink LLP.

2.2Seed Phrases for all crypto-wallets held in the name of Blink LLP, including access mechanisms as applicable.

2.3 Documents submitted with West Region Cyber Cell Police Station, Bandra:

2.3.1 Email correspondence with West Region Cyber Cell Police
Station, Bandra.

2.3.2 Complaint filed with West Region Cyber Cell Police Station, Bandra. (Pursuant to the hacking incident, including description of the incident)

2.3.3 Statement identifying the hacker transactions.

2.3.4 IP Addresses relating to the hacking incident.

2.3.5 Wallet addresses of funds as found after the hacking incident and at the time of filing of the complaint with the West Region Cyber Cell Police Station, Bandra.

2.3.6 Forensic Report of the hacking incident. (As prepared by the
blockchain forensics team)

2.3.7 Email correspondence between the blockchain forensics team
and the West Region Cyber Cell Police Station, Bandra."

8. All contentions of the parties on the merits of their respective cases are kept open for adjudication by the Arbitral Tribunal. The Applicant shall be at liberty to implead Respondent No. 2 in the arbitral proceedings. However, Respondent No. 2 shall be at liberty to raise an objection to the maintainability of the arbitral proceedings against him. Such objection, if raised, shall be considered and decided in accordance with law.

9. The learned Sole Arbitrator shall be at liberty to adjudicate upon the claims and counterclaims, if any, and to decide all

questions arising on the merits of the disputes in accordance with law. The appointment of the Sole Arbitrator and the directions contained in this Order shall not be construed as an expression of opinion by this Court on the merits of the claims or defences of any of the parties.

10. All actions required to be taken pursuant to this Order may be taken on the basis of a downloaded copy of the Order available on the official website of this Court.

11. The Commercial Arbitration Application stands disposed of in above terms.

(AMIT BORKAR, J.)