

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**ARBITRATION APPLICATION NO.322 OF 2025**

|                                    |               |
|------------------------------------|---------------|
| PRB Agro and Foods Private Limited | .. Applicant  |
| Vs.                                |               |
| Alakh Enterprises                  | .. Respondent |

Ms. Nikhita Mathuria, Advocate (through V.C.), i/by CYGNVS Legal, for the Applicant.

None for the Respondent.

**CORAM : GAUTAM A. ANKHAD, J.**

**DATE : 27<sup>TH</sup> APRIL 2026.**

***[ THROUGH HYBRID HEARING ]***

**P.C. :**

1. This Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (“the Act”) seeking the appointment of a sole Arbitrator to adjudicate disputes arising under a Tripartite Agreement dated 27<sup>th</sup> December 2023 (“Agreement”) executed between the Applicant, the Respondent, and BSG Daily Essential Private Limited. It is the case of the Applicant that the Respondent has acted in breach of the terms of the Agreement by independently supplying and selling processed flour to third parties under a different brand. This is contrary to the contractual arrangement and

has caused financial loss to the Applicant. The arbitration agreement between the parties is contained in clause 10 of the Agreement (internal pages 22–23 of the Application). The said clause provides for reference of disputes arising out of or in connection with the Agreement to arbitration.

2. On 24<sup>th</sup> June 2025, the Applicant through its Advocates, addressed a demand notice to the Respondent invoking, *inter alia* clause 10 and calling upon the Respondent to furnish details of the business undertaken with third parties, including quantities sold independently under the Respondent's brand in violation of the Agreement. The notice clearly recorded that failure to comply would result in invocation of arbitration without further reference. Despite receipt of the said notice, the Respondent neither complied with the requisitions nor furnished any reply. By a further notice dated 8<sup>th</sup> July 2025, the Applicant invoked the arbitration agreement under clause no. 10. The proof of service of the said notice is annexed at pages 29 and 30 of the Application paper-book. Ms. Nikhita Mathuria, learned counsel for the Applicant submits that there has been no reply to either the demand notice dated 24<sup>th</sup> June 2025 or the invocation notice dated 8<sup>th</sup> July 2025.

3. I have perused the record and find that there is no denial of receipt of these notices, nor is there any dispute raised as to the existence or validity of the arbitration agreement. The Applicant has filed an affidavit of service dated 25<sup>th</sup> November 2025 evidencing service of this Application on the Respondent. In the absence of any such denial, the factual foundation laid by the Applicant remains uncontroverted. I am satisfied that: (i) the arbitration agreement at clause no. 10 is not in dispute; (ii) disputes have arisen between the parties in relation to the alleged breach of the Agreement; and (iii) the arbitration agreement has been duly invoked by notice dated 8<sup>th</sup> July 2025 in accordance with law. At this stage, the scope of examination under Section 11 is confined to the existence of a valid arbitration agreement and a *prima facie* satisfaction that disputes are arbitrable. Issues on merits, including whether there is an actual breach or the extent of loss, fall squarely within the domain of the arbitral tribunal. In these circumstances, there is no impediment to the reference of disputes to arbitration. Accordingly, I refer all disputes and differences between the parties under the said Agreement to arbitration by a sole Arbitrator. Arbitration Application no.322 of 2025 is disposed of in the following terms :-

[A]. Mr. Raj Patel, learned Advocate 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 said Agreement referred to above. The contact details of Mr. Raj Patel, the sole Arbitrator, are “*Office Address : 15-A, Ali Chambers, 1<sup>st</sup> Floor, Tamarind Lane, Fort, Mumbai – 400 001; Mob. No.9819775727, E-mail : rajm-patel@yahoo.com*”.

[B]. A copy of this order will be communicated to the learned sole Arbitrator by the advocate for the Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal 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 Advocate for the Applicant so as to enable them to file the same in the Registry of this Court. The

Registry of this Court shall retain the said Statement on the file of this Arbitration Application and a copy of the same shall be furnished by the advocate for the Applicant to the Respondent;

[D]. The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated to obtain appropriate directions with regard to conduct of the arbitration including fixing schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;

[E]. The fees of the learned sole Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

[F]. All issues, claims and counterclaims are kept open to  
be agitated before the Tribunal.

[G]. The arbitration shall be held at Mumbai.

**[ GAUTAM A. ANKHAD, J. ]**