

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

ARBITRATION APPLICATION NO.323 OF 2025

PRB Agro and Foods Private Limited	.. Applicant
Vs.	
Shweta Jaiswal	.. Respondent

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

None for the Respondents.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 27TH APRIL 2026.

[THROUGH HYBRID HEARING]

P.C. :

1. The Applicant has filed this Application under Section 11 of the Arbitration and Conciliation Act, 1996 (*“the Act”*) seeking appointment of a sole Arbitrator to resolve disputes that have arisen from a Partnership Deed dated 21st January 2025 executed between the Applicant and the Respondent (*“Partnership Deed”*). It is the Applicant’s case that the Respondent has breached the obligations under the Partnership Deed. On 21st June 2025, the Applicant has issued a demand notice calling upon the Respondent to render

accounts and dissolve the Firm. There was no reply to the same by the Respondent. In view thereof, on 15th July 2025, the Applicant through its advocate's notice invoked arbitration under clause 15 of the Partnership Deed which reads as follows:-

“15. Dispute Resolution

In the event of any dispute arising out of this partnership, the matter shall be resolved through arbitration as per the Arbitration and Conciliation Act, 1996.”

2. A copy of the notice invoking arbitration was also served on the Respondent through WhatsApp on 8th August 2025.

3. The Applicant has filed an affidavit-of-service stating that on 17th October 2025, a copy of this Application has been served on the Respondent. Despite service, no one appears for the Respondent. I find that there is an arbitration agreement between the parties which is evident from clause 15 of the Partnership Deed. The arbitration has been validly invoked on 15th July 2025. It is settled law as held by the Hon'ble Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re (2024) 6 SCC 1* and followed in subsequent judgment in the case of *SBI General Insurance Company Vs. Krish Spinning, (2025) 3 SCC (Civ) 567* that the Section 11 Court ought

not to venture beyond the existence of a validly existing arbitration agreement.

4. Being satisfied that an arbitration agreement is in existence and that it has been duly invoked, I refer all disputes and differences between the parties under the said Partnership Deed to arbitration by a sole Arbitrator. In these circumstances, Arbitration Application no.323 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 Partnership Deed referred to above. The contact details of Mr. Raj Patel, the sole Arbitrator, are “*Office Address : 15-A, Ali Chambers, 1st 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.]