

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMM. ARBITRATION APPLICATION NO. 96 OF 2026

SCIL Capital India Private Limited

... Applicant

Versus

Farmer Four LLP

... Respondent

Adv. Sukanya Bhaumik for Applicant.

None for Respondent.

CORAM : ARUN R. PEDNEKER, J.

DATE : 16 JUNE, 2026

P.C. :

1. Heard.

2. Learned counsel appearing for the Applicant submits that Respondent has been served at the Email ID - saatvikcc@gmail.com, as provided in the loan application form. She further submits that Hamdast is also served upon the Respondent by speed post and the tracking report shows that the service is delivered. However, despite proper service, none has entered appearance on behalf of the Respondent in the matter.

3. The Applicant provided credit facility to the Respondent and the agreement contains for arbitration Clause 6.1, particularly provides for the arbitration proceedings and the same is noted below :-

" 6.1. All disputes, differences and/or claims arising out of or in relation to this T&C shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and the same shall be referred to the arbitration by a sole arbitrator to be nominated appointed by the Lender. The arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct arbitration proceedings in such manner as he considers appropriate and the awards given by him shall be final and binding on both the parties. The arbitration proceedings shall be held at Mumbai. Subject to the arbitration clause contained herein, the competent courts at Mumbai shall have exclusive jurisdiction over any matter or legal proceedings arising out of or in relation to this T&C. This shall not however limit the rights of the Lender to file/take proceedings in any other Court of Law or Tribunal of competent jurisdiction."

4. She submits that the Respondent has failed to pay the outstanding amount as such notice was issued on 16 December 2025 invoking the arbitration clause. No reply is given by the Respondent as such, the present application under Section 11 of the Arbitration and Conciliation Act, 1996 is filed for appointment of an Arbitrator.

5. Having perused Clause 6.1 and the Invocation Notice dated 16 December 2025 this Court would pass following order:

(A) **Mr. Anurag Jain**, learned Advocate of this Court is appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above. The contact details of the Arbitrator are as under :-

**Address : Office No. 501, Varun Capital, S No.364+365/14,
Next to Hotel Sudama, Lane Opp. Jangali
Maharaj Temple, Shivaji Nagar, Pune 411 005**

Mobile No. : 9833759856

Email ID : anurag11@hotmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of 1 week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) 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 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 Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(F) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

6. All contentions are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7. With the above directions, Arbitration Application stands **disposed of** accordingly.

[ARUN R. PEDNEKER, J.]