

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

ARBITRATION PETITION NO.23/2025

TRADEARCH MARKET PLATFORM PVT LTD

PETITIONER(S)

VERSUS

INDO BALTIC PTE. LTD & ORS.

RESPONDENT(S)

O R D E R

1. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (Act), seeks the appointment of a sole arbitrator to adjudicate disputes arising from the Profit-Sharing Agreement dated 09.07.2020 (Profit-Sharing Agreement) executed between the Petitioner and the Respondents.

2. Briefly observed, the Petitioner is an Indian Company, whereas Respondent No. 1 is an entity incorporated in Singapore. Respondent Nos. 2 and 3 are the Directors of the Respondent No. 1 company. Both parties are engaged in the business of international trade of agricultural commodities. On 29.08.2022, the parties entered into the Profit-Sharing Agreement to collaborate for the import and export of agricultural products such as black-eyed beans, shea nuts, soyabeans, and cashew nuts. In terms of the agreement, the Petitioner was required to provide funds for the business, and the Respondents were responsible for day-to-day management, operations, sourcing, shipping,

compliance and delivery of goods.

3. It is stated that on 28.10.2022, the Petitioner placed a purchase order for 264 metric tons of black-eyed beans to be imported from Madagascar to India. The Petitioner contends that the invoices raised by the Respondents, totalling USD 204,600, were cleared on 02.12.2022. It appears that the dispute arose when the shipment for the aforesaid consignment arrived at Nhava Sheva Port, and it was found to have been consigned to one 'KBS Impex' instead of the Petitioner. It is the case of the Petitioner that despite contacting the Respondents to recover the goods, no effective action was taken.

4. Subsequently, on 12.01.2024, the Petitioner lodged FIR No. 24/2024 against the Respondents and the criminal proceedings are said to be pending before the Metropolitan Magistrate, Vikhroli, Mumbai. Since the Profit-Sharing Agreement also contained an arbitration clause, on 05.09.2024, the Petitioner issued a notice invoking arbitration and proposed the appointment of a sole arbitrator to adjudicate the disputes between the parties. Since the Respondents failed to respond or appoint an arbitrator within the stipulated period, the Petitioner has approached this Court.

5. We have heard learned counsel for the petitioner and perused the material placed on record.

6. Keeping in view the facts and circumstances recorded above and the relevant provision(s) under the Profit-Sharing Agreement, we deem it just and proper to allow the instant Arbitration Petition and appoint Justice Gautam Patel, former Judge of the Bombay High Court, as the sole

arbitrator to resolve the disputes between the parties. The seat and venue of arbitration, in accordance with the agreement, shall be Mumbai, India. Ordered accordingly.

7. The Arbitrator shall have the liberty to fix his own remuneration/fees.

8. Pending interlocutory applications, if any, also stand disposed of.

.....CJI.
(SURYA KANT)

.....J.
(JOYMALYA BAGCHI)

NEW DELHI;
MAY 18, 2026

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Arbitration No(s).23/2025

TRADEARCH MARKET PLATFORM PVT LTD

Petitioner(s)

VERSUS

INDO BALTIC PTE. LTD & ORS.

Respondent(s)

IA No. 101088/2025 - EXEMPTION FROM FILING O.T.

Date : 18-05-2026 This matter was called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHI

For Petitioner(s) :Mr. Soayib Qureshi, AOR
Mr. Aman Qayoom Wani, Adv.

For Respondent(s) :

UPON hearing the counsel the Court made the following
O R D E R

1. The Arbitration Petition is allowed in terms of the signed order.
2. All pending applications, if any, also stand disposed of.

(ARJUN BISHT)
ASTT. REGISTRAR-cum-PS

(PREETHI DILEEP KUMAR)
ASSISTANT REGISTRAR

(signed order is placed on the file)