

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

Tata Consumer Product Ltd ... Applicant
V/s.
Chopra Brothers ... Respondents

Mr. Mahesh Vishwakarma, for Respondent nos. 1 and 3.

DATED : SEPTEMBER 24, 2026

1. This is an Application under Section 11 of the Arbitration and Conciliation Act, 1996. The principal objection raised on behalf of the Opponent is that the parties are already prosecuting arbitral proceedings arising out of arbitration agreements entered into between them and, therefore, no separate reference to arbitration is warranted in the present proceedings.

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arbitral proceedings pending before the Calcutta High Court and/or the Arbitral Tribunal arise out of agreements which are wholly independent and distinct from the agreements relied upon in the present proceedings for seeking appointment of an Arbitrator. It is specifically asserted that the disputes forming the subject matter of those proceedings have no connection with the agreement containing the arbitration clause invoked in the present Application.

3. In view of the specific statement made in the Rejoinder, this Court called upon the learned Advocate appearing for the Opponent to make a categorical statement as to whether the factual assertion made by the Petitioner was correct or incorrect. The learned Advocate appearing for the Opponent stated that, as the Business Transfer Agreement and the other relevant agreements were not available with him, he was unable to make any categorical statement either admitting or denying the factual assertion made by the Petitioner.

4. In these circumstances, there is no categorical denial on behalf of the Opponent of the specific factual assertion made in the Rejoinder that the proceedings pending before the Calcutta High Court and/or the Arbitral Tribunal arise out of a different and independent agreement. In the absence of any specific denial of such assertion, the said statement made by the Petitioner is required to be accepted for the purposes of deciding the present Application. It is also relevant that the existence and applicability of the agreement which forms the subject matter of

the present Application has not been disputed in a manner sufficient to displace the Petitioner's case. The Applicant has, therefore, established the necessary foundation for exercise of jurisdiction under Section 11 of the Act and for appointment of an Arbitrator.

5. The present Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, hereinafter referred to as “the Act”, seeking appointment of an Arbitrator for adjudication of the disputes and differences stated to have arisen between the parties in connection with the Agreement dated 01 April 2019. The arbitration agreement between the parties is contained in Clause 15.2 of the said Agreement, a copy of which is placed on record at pages 63 and 64 of the Application. For the sake of brevity, the said arbitration clause is not reproduced herein. It is sufficient to observe that the arbitration agreement confers the necessary basis for seeking appointment of an Arbitrator and that the present Application falls within the territorial jurisdiction of this Court.

6. The material placed on record further indicates that the Applicant invoked the arbitration agreement by issuing a notice dated 14 October 2023. In response thereto, the Respondent, by its communication dated 03 November 2023, accepted the existence of the arbitration agreement between the parties. The invocation of the arbitration agreement by the Applicant, therefore, cannot be said to be without contractual foundation.

7. Having considered the pleadings, the documents placed on record and the submissions advanced on behalf of the parties, I am satisfied that a valid and subsisting arbitration agreement exists between the parties and that the Applicant has duly invoked the arbitration clause contained therein. The existence of the arbitration agreement and its invocation having been established, the disputes and differences arising out of and in connection with the Agreement dated 26 June 2007 are required to be referred to arbitration for adjudication by a Sole Arbitrator. Accordingly, the Application deserves to be allowed in terms of the operative order.

8. In view of the aforesaid, the present Application filed under Section 11 of the Act is disposed of by passing the following order:

A) Mr. Harsh Moorjani, an 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 Super Stockist Agreement dated 1st April 2019;

Office Address:- C/o Sr. Ashish Kamat, 501, 5th Floor, Oval House, Old British Lane, Kala Ghoda, Fort, Mumbai – 400001.

Email ID: harshmoorjani.legal@gmail.com

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. 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 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 Applicant and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent;

D) 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 parties within a period of two weeks from receipt of a copy of this Order;

E) 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 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 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;

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.

9. All issues on merits including limitation are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

10. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

(AMIT BORKAR, J.)