



2026:CGHC:15148



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NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****ARBR No. 26 of 2025**

ABIS Exports India Private Limited A Company Incorporated Under The Provision Of Companies Act 1956, Through Its Authorized Signatory Mr. Asif Qureshi Having Its Registered Office At IB Corporate House, Village- Indamara, Post- Pendri, Rajnandgaon, Chhattisgarh

... Applicant**versus**

Mekala Revathi Proprietor Of Revathi Aqua Feeds And Chemicals, Address House No. 3740, Korba Cross Road District Nellore, Andhra Pradesh

... Respondent

For Applicant	: Mr. Abhijeet Mishra, Advocate.
For Respondent	: None.

Hon'ble Mr. Ramesh Sinha, Chief Justice**Order on Board****01.04.2026**

1. This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The facts, in brief, as projected by the applicant are that the applicant has been constrained to file the present application under Section 11(6) of the Arbitration and Conciliation Act, 1996, (as amended till date) on account of the failure of the respondent to nominate and/or approve to concur with the request of the applicant for the appointment of a Sole Arbitrator; in terms of Clause "Q" of the Dealership Agreement dated 15/07/2021, for adjudicating upon the disputes between the applicant and respondent, within the statutory



period of thirty (30) days. The applicant Company is incorporated and registered under provisions of Companies Act, 1956 and is engaged in the business of manufacturing, selling and distribution of Shrimp Feed (Goods) and has built a brand for itself throughout India. Mr. Anjum Alvi Director has been authorized by the applicant Company vide Board Resolution dated 28.02.2023 to sign, verify and file the present application. The respondent is carrying its business of buying, selling, trading of Aqua Feed inter alia Shrimp Feed in the name and style of "Revathi Aqua Feeds & Chemicals" in the Nellore, Kota region of Andhra Pradesh. The respondent requested the applicant to be appointed as Dealer of applicant for buying and selling Shrimp Fish Feed manufactured by the applicant in the Nellore, Kota region of Andhra Pradesh and upon the request of the respondent, a Dealership Agreement ("Agreement") was executed between the Parties on 15/07/2021.

3. Clause "Q" of the Dealership Agreement provided:-

"Any litigation/action brought with respect to this Agreement, shall be governed by laws of India. All disputes, differences and/or claims, if any arising out of this Agreement whether during its subsistence or thereafter shall be settled by Arbitration in accordance with provisions of the Arbitration and Conciliation Act, 1996 or any other statutory amendments thereof. The name of the arbitrator shall be in accordance with Section 11 of the Arbitration and Conciliation Act, 1996. The arbitral award shall be final and binding on Parties to this Agreement. The language of the Arbitration shall be English. The venue of the arbitration proceedings shall be at Rajnandgaon, Chhattisgarh, India."

4. Based on the orders placed by the respondent from period starting from 25/10/2021 29/10/2022, the applicant with utmost diligence and punctuality supplied to the respondent different varieties of Shrimp Feed as required by the respondent from time to time, of total value of Rs. 1,41,58,766/-. Against the Total value of Shrimp Feed supplied by the applicant, the respondent according to its own will and convenience at different intervals have made the



payments between 19/10/2021 to 29/10/2022 a total payment of Rs. 95,68,714/-. The applicant holds respondent's Security Deposit of Rs. 21,78,712/- inclusive of interest. The applicant as per its policy, on various dates allowed different kind of discounts amounting to Rs. 90,237/- . After adjusting the total Payments made by You, Security Deposit and the Credit Notes against the Total value of goods supplied Rs. 18,15,924/- being the principal claim is still outstanding, due and liable to pay by respondent to the applicant against 6 invoices. Since respondent failed to pay huge arrears of the due amount within the stipulated time period as provided in the Agreement as well as in the invoices, the applicant stopped supplying Goods to the respondent. A Substantial Period has been lapsed since last invoice dated 29/10/2022, the respondent have failed to pay the outstanding amount. In spite of repeated requests, reminders and demands by the applicant, the respondent has failed to make payment of the said Outstanding Amount. From both the invoices generated and the respondent's Ledger account statement maintained by the applicant company in regular course of its business, it is absolutely and unequivocally clear that an amount of Rs. 18,15,924/- is still outstanding, due and payable from respondent. As per clause "L" and clause "M" of the Agreement You agreed to the payment terms defined. in clause "L" and abide by the Credit Policy of Our client (clause "M") ("Agreed Credit Terms"). As per clause "L" of the Agreement You were under strict obligation to pay the amounts under the Invoices within the stipulated period of time as provided in the invoices, failure of which shall attract the interest at the rate 24% p.a on the Invoice value from the date of Invoice.

5. Since the respondent failed to make the payment on time as stipulated in the Agreement as well as in the invoices, a dispute has arisen between the Parties. The applicant company through its Advocate sent a Notice dated



01.04.2025 invoking arbitration as per clause "Q" of the Dealership Agreement dated 15.07.2021 and proposed appointment of Mr. Bidyanand Mishra as the Sole Arbitrator to adjudicate upon disputes between the parties. Respondents were requested to concur to the said request within fifteen (15) days from the receipt of this notice. The same was served to the respondent on 07.04.2025. However, no response has been received by the applicant to the said notice invoking arbitration. Even after expiry of statutory time period of thirty days from the date of service of Notice dated 01.04.2025 invoking arbitration, respondent have not nominated any Arbitrator as provided in the Dealership Agreement dated 15.07.2021 containing the Arbitration clause. Therefore, due to the failure on behalf of the respondent to respond to the applicant for nomination of the sole Arbitrator, the applicant is constrained to invoke the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 (as amended till date) and requests this Hon'ble Court to appoint any suitable and qualified person as the Arbitrator on behalf of both the applicant and respondent under the provisions of Section 11 of the Arbitration and Conciliation Act and in accordance with clause "Q" of the Dealership Agreement dated 15.07.2021 to adjudicate upon the dispute and differences between the parties as stated above.

6. The applicant submits that no part of the claim is barred by the law of limitation. The Arbitral proceedings commenced by the notice dated. 01.04.2025 which was successfully received by the respondents on 07.04.2025. Hence, no part of the claim is barred by the law of limitation. The applicant states that there is a valid arbitration clause in the Dealership Agreement dated 15.07.2021 executed by the parties. Clause "Q" of the Dealership Agreement dated 15.07.2021 provides that the venue of the Arbitration shall be Rajnandgaon, Chhattisgarh, India. The applicant further submits that as the material part of cause of action has arisen in



Rajnandgaon, Chhattisgarh, this Hon'ble Court will have jurisdiction to try and entertain the present Application

7. As per the office report, a fresh notice issued on 25.11.2025 was duly served upon the respondent on 05.01.2026. Despite service of the notice, the respondent has not appeared.
8. A query was put to learned counsel appearing for the applicant as to who may be appointed as Arbitrator for resolving the dispute existing between the parties, Mr. Mishra submits that Mr. Prabhat Shastri, who is a retired District Judge may be appointed as Arbitrator.
9. In view of the above facts situation of the case, this Court deems it appropriate to appoint **Mr. Prabhat Shastri**, a retired District Judge to act as the Sole Arbitrator to resolve the dispute involved in this arbitration request between the parties.
10. The Registry is directed to communicate this order to Mr. Prabhat Shastri in the proper address.
11. The remuneration of the Arbitrator shall be settled with the mutual consent of the parties.
12. The arbitration request petition, accordingly, stands **allowed**.

Sd/-
(Ramesh Sinha)
CHIEF JUSTICE