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

COMM ARBITRATION APPLICATION (L) NO.38566 OF 2025

Angellic Info Tech Private Limited ... Applicant

Vs.

Zanmai Labs Private Limited ... Respondent

ATUL GANESH KULKARNI

Digitally signed by ATUL GANESH KULKARNI
Date: 2026.10.19 13:34:37 +0530

Mr. Amey Abhay Sirsikar with Ms. Shivani Dugam i/by Mr. Raju Gupta for the Applicant.

Ms. Vishakha Shelar with Mr. Rompal Kohli i/by C K Legal for the Respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : OCTOBER 16, 2026

PRONOUNCED ON : OCTOBER 19, 2026

JUDGMENT:

1. The present Application is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, for appointment of a sole arbitrator to decide the disputes between the Applicant and the Respondent. The Applicant is asking that Mumbai should be the seat of arbitration. The Respondent is opposing the Application. According to the Respondent, the User Agreement dated 1 August 2023 provides for arbitration under the rules of the Singapore International Arbitration Centre and Singapore is the seat of

arbitration. Therefore, the Respondent says that this Court cannot appoint an arbitrator under Section 11 of the Act when the parties have agreed to have arbitration with its seat outside India.

2. The Applicant says that it is doing business of providing Virtual Digital Asset services through its platform called Suncrypto. The Respondent is operating the WazirX platform. The Applicant entered into the Broker Terms with the Respondent for making transactions in crypto assets, keeping those assets in its broker account and transferring them into or out of its digital wallet. According to the Applicant, the dispute started on 18 July 2024 when it was not able to withdraw Virtual Digital Assets worth USD 261,967.86729 from its designated wallet on the WazirX platform. The Applicant says that it tried to resolve the issue by correspondence and meetings with the Respondent. However, the said assets are still not available for withdrawal. The Applicant relies upon the Broker Terms, particularly Clause 10, which says that the parties should first try to settle their disputes amicably. If the dispute is not settled within 30 days, it has to be referred to a sole arbitrator to be jointly appointed by the parties.

3. The Applicant relies upon the following express provision contained in the Broker Terms at page 20 of the main Application:

> "These Broker Terms ("Broker Terms") are an integral part of the Agreement, and all terms therein are incorporated herein by reference. In case of any conflict between the Agreement and the Broker Terms, these Broker Terms shall prevail."

4. According to the Applicant, this provision says that whenever there is a conflict between the Broker Terms and the User

Agreement, the Broker Terms will have priority. Therefore, the Applicant submits that the arbitration and jurisdiction provisions contained in the Broker Terms should apply to the dispute relating to its broker account.

5. The Respondent says that the Broker Terms are only additional terms which are meant to provide some facilities to brokers using the WazirX platform. According to the Respondent, the main User Agreement governs the relationship between the parties and the assets kept in the Applicant's wallet. The Respondent says that the Applicant cannot rely upon the arbitration clause in the Broker Terms and at the same time ignore the User Agreement, which contains a separate provision for arbitration at Singapore. The Respondent relies upon Clause 14.1(b) of the User Agreement dated 1 August 2023. According to the Respondent, the parties had agreed to resolve their disputes through arbitration under the rules of the Singapore International Arbitration Centre, with Singapore as the seat of arbitration. On this basis, the Respondent submits that this Court cannot entertain the present Application under Section 11 of the Act.

6. The Respondent has argued that the Applicant's claims relate to digital assets which form part of the restructuring proceedings before the Singapore High Court. The Respondent refers to a scheme which, according to its reply, was dealt with on 13 October 2025. According to the Respondent, this scheme governs the rights and claims relating to those assets. On this ground, the Respondent objects to the Application.

REASONS AND FINDINGS:

7. The first question which arises is whether the Broker Terms can be considered for deciding the present request for appointment of an arbitrator. In my view, only because the Broker Terms form part of the User Agreement, it does not mean that the provisions of the Broker Terms have no separate meaning or effect. The parties have provided how the two documents will operate when there is a conflict between them. This arrangement agreed by the parties has to be given proper effect. The opening part of the Broker Terms says that they are an integral part of the Agreement and that the terms of the Agreement are included in them. But the same provision says that if there is any conflict, the Broker Terms will prevail. Both parts have to be read together. The first part brings the User Agreement into the contract between the parties. The second part gives priority to the Broker Terms where both documents cannot operate together on a particular issue.

8. The Respondent is right to the extent that the Broker Terms cannot be read as if the User Agreement does not exist. But the argument that the User Agreement must prevail only because it is the main agreement cannot be accepted. If this interpretation is accepted, the express provision giving priority to the Broker Terms will become meaningless. If the parties wanted the User Agreement to prevail in every situation, there was no need to provide that the Broker Terms would prevail in case of conflict. It needs to be seen that the Broker Terms are meant for brokers who make transactions through the WazirX platform on behalf of their clients. Clause 1.1 allows a broker to make trades, hold crypto

assets obtained through those trades and transfer such assets into or out of a digital wallet. Clause 1.7 says that crypto assets arising from the trades have to be credited to the concerned broker accounts. These provisions are important because the present dispute is about the Applicant not being able to withdraw assets from its designated broker wallet. Therefore, the dispute is directly connected with the activities covered by the Broker Terms. At this stage, the Applicant is not asking this Court to decide who is responsible for the assets not being available for withdrawal. The immediate question is whether the dispute about the operation of the broker account is covered by the arbitration agreement in the Broker Terms. On reading Clauses 1.1, 1.7 and 10, I find that the Applicant has shown, at least prima facie, that the dispute is covered by the said arbitration agreement.

9. Clause 10 of the Broker Terms reads as follows:

> "10. Dispute Resolution: Any disputes whatsoever arising out this Agreement shall be amicably and mutually resolved between the parties within 30 days, failing which any such disputes shall be referred to arbitration by a sole Arbitrator jointly appointed by the Parties in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. This Agreement shall be governed by the laws of India and the courts of Mumbai shall have exclusive jurisdiction over the matters arising hereto."

10. The words used in this clause are wide enough to cover disputes arising from the Broker Terms. It says that the parties must first try to settle their disputes amicably within 30 days. If they cannot settle the dispute, it has to be referred to a sole

arbitrator jointly appointed by them. The clause refers to the Indian Arbitration and Conciliation Act, 1996, the laws of India and the exclusive jurisdiction of the courts at Mumbai. The User Agreement provides for arbitration under the rules of the Singapore International Arbitration Centre, with Singapore as the seat of arbitration. Both provisions do not provide for the same arrangement. One provides for arbitration seated outside India under institutional arbitration rules. The other provides for arbitration under the Indian Arbitration and Conciliation Act, 1996, and gives exclusive jurisdiction to the courts at Mumbai. Therefore, it has to be seen how these two provisions should be read together and which provision the parties intended to apply when there is a conflict.

11. The answer to this question is found in the priority clause discussed above. The clause says that the Broker Terms shall prevail in case of conflict between the Agreement and the Broker Terms. The arbitration clause is a term of the contract. If the provision about the seat of arbitration and the courts having jurisdiction under the User Agreement is not consistent with Clause 10 of the Broker Terms, the express priority clause has to be applied for resolving this conflict. I am unable to accept that the User Agreement gets priority only because it is dated 1 August 2023, whereas the Broker Terms came into effect on 1 July 2022. The dates of the documents are relevant, but the later date cannot remove an express provision which says which terms will prevail in case of conflict. The Respondent relies upon the arbitration clause in the later User Agreement. However, from the material placed

before me, no provision has been shown which removes the priority clause in the Broker Terms or says that the Broker Terms will no longer prevail when there is a conflict.

12. The Respondent's argument that the Broker Terms are only additional or ancillary terms does not change this position. Even an ancillary agreement can contain binding terms for governing a particular part of the relationship between the parties. In the present case, the Broker Terms deal with broker accounts, trades, holding and transfer of crypto assets and the obligations relating to these activities. The parties have provided a separate arbitration clause in those terms. Merely calling the Broker Terms ancillary does not decide which arbitration clause applies to the present dispute.

13. A relevant decision is *Zanmai Labs Private Limited v. Bitcipher Labs LLP*, 2025:BHC-OS:18329, decided on 7 October 2025. In that matter, this Court considered the contrarrangement between Zanmai Labs and a broker using the WazirX platform. While examining the User Agreement and the Broker Agreement, the Court recorded in paragraph 23 as follows:

> "However, the Learned Arbitral Tribunal has noticed that the Broker Agreement contracted additional terms, and stipulated that in the event of a conflict between the two instruments the Broker Agreement would prevail. This is the manner in which the parties enabled both the User Agreement and the Broker Agreement to co-exist and operate."

14. In paragraph 24, the Court recorded that the Broker Agreement became an integral part of the User Agreement and

that Zanmai was the counterparty to brokers such as Bitcipher. Therefore, the judgment recognises that the User Agreement and the Broker Agreement can operate together, but where their provisions conflict, the priority clause has to be given effect.

15. The said judgment arose from proceedings under Section 37 of the Act, where the orders granting interim measures by the arbitral tribunal were challenged. It did not decide the exact question regarding the seat of arbitration which arises in the present Application. In paragraph 19, the Court stated that its observations and findings were prima facie in nature. Therefore, I do not treat that judgment as deciding the issue which is before me. However, the Court's examination of the same contra arrangement involving the Respondent is relevant. It supports the view that the Broker Terms and the User Agreement have to be read together, while giving effect to the agreed priority of the Broker Terms in case of conflict. In my view, the interpretation suggested by the Respondent would not give proper effect to the contra arrangement between the parties. Both documents can operate together wherever there is no conflict. But where the User Agreement provides for a foreign seat and the Broker Terms provide for arbitration under the Indian Act with exclusive jurisdiction of the courts at Mumbai, the express provision giving priority to the Broker Terms cannot be ignored. In the present case, the dispute relating to the Applicant's broker account falls within the subject matter dealt with by the Broker Terms.

16. The principles stated by the Supreme Court in *Shubham Equipment Private Limited and Another v. Rothwell Water*

Company Limited and Others, 2026 SCC OnLine SC 2089, decided on 8 October 2026, are relevant. In paragraph 19, the Supreme Court observed:

> "Section 11(6-A) of the 1996 Act prescribes the principle of minimal judicial intervention by restricting the scope of inquiry to prima facie existence of the arbitration agreement. Once the prima facie existence of an arbitration agreement is adduced before the Referral Court, it ought to appoint an arbitrator and refer the parties to arbitration."

17. In that case, the parties had entered into a Licence Agreement, a Joint Venture Agreement and a Memorandum of Understanding. The Respondents argued that the later agreements were connected with the main Licence Agreement and that the arbitration clause in the main agreement should prevail. The Supreme Court examined the terms of all three agreements and found that they dealt with different matters. In paragraph 21, it held that disputes arising only under the Joint Venture Agreement and the Memorandum of Understanding were governed by the dispute resolution clauses contained in those agreements. The Court held that an argument about overlap with claims under the main agreement could not be a reason to refuse reference to arbitration at the initial stage.

18. The facts of that case are not the same as the present case. Here, the Broker Terms say that they are an integral part of the User Agreement. They do not replace the User Agreement. At the same time, they contain a specific provision giving them priority in case of conflict. Still, the principle stated by the Supreme Court is useful. The Court has to look at the particular dispute, the subject

matter dealt with by the relevant agreements and the express terms governing their relationship. Merely because one agreement is described as the main agreement, a specific arbitration clause contained in another agreement cannot be ignored. The Applicant's claim relates to assets held in its broker account and its inability to transfer or withdraw those assets. This matter is directly connected with the services and transactions covered by the Broker Terms. The fact that the User Agreement governs the relationship between the parties does not mean that the arbitration agreement in the Broker Terms stops operating. At least, the Applicant has shown the prima facie existence of an arbitration agreement which applies to the dispute. The full extent of the disputes covered by that agreement can be examined by the arbitral tribunal, subject to the findings made in this judgment about contra-priority and the seat of arbitration.

19. It is now necessary to consider whether Mumbai can be treated as the seat of arbitration. Clause 10 of the Broker Terms does not use the word “seat”. However, it provides that arbitration shall be conducted under the Indian Arbitration and Conciliation Act, 1996, that the agreement shall be governed by Indian law and that the courts at Mumbai shall have exclusive jurisdiction over matters arising under it. These provisions have to be read together and not separately.

20. The Supreme Court has considered the effect of an exclusive jurisdiction clause where the arbitration agreement does not mention the seat or venue of arbitration. In *M/s. Activitas Management Advisor Private Limited v. Mind Plus Healthcare*

Private Limited, 2025 LiveLaw (SC) 795, the Supreme Court held that where no separate seat or venue had been mentioned, an agreement giving exclusive jurisdiction to the courts at Mumbai, when read along with the arbitration clause, indicated that Mumbai was the seat of arbitration.

21. The same principle applies to the clause in the present case. The provision giving exclusive jurisdiction to the courts at Mumbai forms part of the same dispute resolution arrangement which provides for arbitration under Indian law. The Broker Terms do not mention any other seat or venue. The clause has to be read in a way which gives effect to all its parts. In these circumstances, I find that the parties intended Mumbai to be the juridical seat of arbitration under Clause 10.

22. The Respondent's reliance upon the Singapore seat mentioned in the User Agreement does not change this conclusion. When both documents are read together, the Singapore seat clause conflicts with the arrangement contained in Clause 10 of the Broker Terms. The parties have agreed that the Broker Terms will prevail in case of conflict. Therefore, for the dispute arising from the Applicant's broker account, the arrangement contained in Clause 10 has to be given effect. Therefore, the present case is not one where an Indian court is being asked to appoint an arbitrator by ignoring an unqualified agreement for arbitration seated outside India. The Applicant relies upon the arbitration agreement in the Broker Terms, which refers to the Indian Arbitration and Conciliation Act, 1996, and gives exclusive jurisdiction to the courts at Mumbai. Having found that this clause applies to the

dispute and prevails over the conflicting provision in the User Agreement, I hold that this Court can entertain the Application under Section 11(6) of the Act.

23. The Respondent has objected on the ground that the Applicant's claims relate to digital assets forming part of restructuring proceedings before the Singapore High Court. According to the Respondent, the scheme mentioned in its reply governs the rights and entitlements relating to those assets. This objection has to be considered, but its effect cannot be decided beyond what is supported by the material placed before the Court. The relevant page of the reply refers to the proceedings before the Singapore High Court and the scheme. However, the material reproduced on that page does not contain the complete terms of the scheme. It does not show, by referring to any operative order, that the Applicant's claim under the Broker Terms has come to an end or that the arbitration agreement can no longer be acted upon. Merely referring to restructuring proceedings is not enough to conclude that the arbitration agreement between the parties has stopped operating.

24. This Court, in *Zanmai Labs Private Limited*, considered the Respondent's reliance upon a scheme of arrangement proposed in Singapore. In paragraph 40, the Court recorded that the argument that no intervention should be made until the Singapore scheme had completed its course had been rejected by the arbitral tribunal. The Court noted the need to preserve the subject matter of the arbitration while leaving the main issues open for decision. Those observations were made in the context of interim measures

and were only prima facie in nature. However, they show that the existence of proceedings in Singapore cannot,, be treated as a reason to prevent the decision of a dispute arising under the parties' Indian contra-arrangement.

25. I, therefore, find that the Respondent has not established, from the material placed before me, that the scheme relied upon by it prevents the Applicant's dispute from being referred to arbitration. The exact effect of the scheme, if any, upon the Applicant's rights, the amount which may be recovered and the manner in which the claim is to be dealt with must be considered according to law and on the basis of the material properly placed before the arbitral tribunal. It is not necessary to decide these questions while dealing with the present Application under Section 11.

26. Section 11(6-A) of the Act requires this Court to make a limited examination and not to conduct a detailed trial of the parties' claims at the stage of appointment of an arbitrator. As held by the Supreme Court in *Shubham Equipment Private Limited and Another*, the inquiry at the referral stage is limited to the prima facie existence of the arbitration agreement. In the present case, the Broker Terms and the arbitration clause contained in them are established. The dispute falls within the scope of that clause. The parties have failed to agree upon appointment of a sole arbitrator despite the Applicant's request.

27. For these reasons, I find that the Applicant has made out a case for appointment of a sole arbitrator under Section 11(6) of

the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai, in accordance with the interpretation of Clause 10 of the Broker Terms made above.

A) Mr. Dormaan Dalal, 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 Agreement referred to above;

Office Address:- Office No. 206 & 207, Blue Moon Chambers, 25, nagindas Master Road, Fort, Mumbai 400 023

Email ID: dormaandalal@gmail.com

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner within a period of one week from today. The Petition 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 parties within a period of two weeks from receipt of a copy of this Order;

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 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;

E) 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.

28. All questions relating to the substantive rights of the parties, responsibility for the assets not being available, the effect of any applicable scheme and the relief which either party may be entitled to are left open for decision by the arbitral tribunal in accordance with law.

29. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties.

30. 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.

31. The Application stands disposed off in above terms.

(AMIT BORKAR, J.)