BEFORE LEARNED SOLE ARBITRATOR SUSHIL KUMAR GOYAL (RETD. JUDGE),
CHAMBER NO. 464, LAWYERS'CHAMBERS.OLD BLOCK, DELHI HIGH COURT, NEW DELHI-110003
ARB. PETITION NO. CLIX/LOT-14/44/2026-2027

Date: 19/Aug/26

IN THE MATTER OF:

To,

M/s. Clix Capital Services Pvt. Ltd.
Having its Registered office at W2/14, First Floor,
West Patel Nagar, New Delhi – 110008.
And having its corporate office at: 6th Floor,
Good Earth Business Bay – 2, Sector – 58,
Gurugram – 122102.

Freshco Hyper Bazaar (Borrower)
Ground First And Basement Floor No 206/1 Akshara
Sai Plaza Kudlu Road Hsr Layout Bengaluru
Karnataka 560102

Mr. Ahmed Kutty (CoBorrower1)
206/1 Aksara Sai Plaza 5Th Floor Birla Circle Hsr
Layout Bengaluru Karnataka 560102

Mrs. Sameera Ambalathil (CoBorrower2)
206/1 Aksara Sai Plaza 5Th Floor Birla Circle Hsr
Layout Bengaluru Karnataka 560102

SECOND HEARING NOTICE

Whereas the undersigned has been appointed as the Sole Arbitrator by M/s Clix Capital services Pvt. Ltd. (Claimant), to arbitrate and settle the dispute between you and the above said Claimant. Consequently, the notice was sent to you for your appearance and to participate in the Arbitral Proceedings, which was held on **19/Aug/26** but you did neither put your appearance in person nor through any of your representative authorized by you appeared despite issuance of notice through Registered post/Speed post. That the Claimant Advocate was duly present on the said date.

Now, through this notice you are hereby informed to appear and participate in the Arbitral Proceedings, which would be taking place in my office on **15/Sep/26** between 01:00-02:00 pm at CHAMBER NO. 464, LAWYERS'CHAMBERS.OLD BLOCK, DELHI HIGH COURT, NEW DELHI-110003 Keeping in view the various restrictions imposed by the several state governments with respect to COVID-19 situation prevailing the country, the parties can also alternatively join the present proceedings through video conferencing mode and the zoom meeting link for the same is herein given below:

Meeting id: 687 888 3740

MeetingURL: https://us04web.zoom.us/j/6878883740?pwd=hBGNsSDpdyD2qMrvNJAeuwfJmuBHNS.1&omn=72353432926

Meeting Passcode:- 7DT0q7

It may be noted that if either party fails to appear, the present matter shall be proceeded ex- parte.

Mr. SUSHIL KUMAR GOYAL (Retd. Judge)
Sole Arbitrator

BEFORE THE SOLE ARBITRATOR SH. SUSHIL KUMAR GOYAL, DISTRICT JUDGE (RETD), CHAMBER NO. 464, LAWYERS'CHAMBERS.OLD BLOCK, DELHI HIGH COURT, NEW DELHI-110003

ARBITRATION PETITION NO. CLIX/LOT-14/44/2026-2027

IN THE MATTER OF:

CLIX CAPITAL SERVICES PRIVATE LIMITED …Claimant

Versus

Freshco Hyper Bazaar …Respondent(s)

S. No.	Particulars
1	Memo of Parties
2	Claim Petition under the Arbitration and Conciliation Act, 1996.
3	**Annexure C-1:** Copy of Letter of Authority passed in favor of Mr. Maqsood Shaikh
4	**Annexure C-2:** Copy of the Loan Agreement No. SBLBUSI000618975
5	**Annexure C-3:** Copy of Statement of Account
6	**Annexure C-4:** Legal notice dated
7.	**Annexure C-5:** Loan Recall Notice dated 09/Jun/26

First Associates
Advocates for Claimant
C-217, UGF,Defence Colony, New Delhi-110024
PH+ 91 11 47519306/7

DELHI

Date: 19/Aug/26

BEFORE THE SOLE ARBITRATOR SH. SUSHIL KUMAR GOYAL, DISTRICT JUDGE (RETD.), CHAMBER NO. 464, LAWYERS'CHAMBERS.OLD BLOCK, DELHI HIGH COURT, NEW DELHI-110003

ARBITRATION PETITION NO. CLIX/LOT-14/44/2026-2027

MEMO OF PARTIES

IN THE MATTER OF:

CLIX CAPITAL SERVICES PRIVATE LIMITED,
HAVING ITS CORPORATE OFFICE AT:
6TH FLOOR, GOOD EARTH BUSINESS BAY – 2,
SECTOR – 58, GURUGRAM – 122102 …
Claimant

Versus

Freshco Hyper Bazaar (Borrower)
Ground First And Basement Floor No 206/1 Akshara
Sai Plaza Kudlu Road Hsr Layout Bengaluru
Karnataka 560102

Mr. Ahmed Kutty (CoBorrower1)
206/1 Aksara Sai Plaza 5Th Floor Birla Circle Hsr
Layout Bengaluru Karnataka 560102

Mrs. Sameera Ambalathil (CoBorrower2)
206/1 Aksara Sai Plaza 5Th Floor Birla Circle Hsr
Layout Bengaluru Karnataka 560102

... Respondent(s)

First Associates

Advocates for Claimant
C-217, UGF,Defence Colony, New Delhi-110024
Place: DELHI PH+ 91 11 47519306/7

Date: 19/Aug/26

BEFORE THE SOLE ARBITRATOR SH. SUSHIL KUMAR GOYAL, DISTRICT JUDGE (RETD), CHAMBER NO. 464, LAWYERS'CHAMBERS.OLD BLOCK, DELHI HIGH COURT, NEW DELHI-110003

ARBITRATION PETITION NO. CLIX/LOT-14/44/2026-2027

IN THE MATTER OF:

CLIX CAPITAL SERVICES PRIVATE LIMITED … Claimant

Versus

Freshco Hyper Bazaar …Respondent(s)

CLAIM PETITION BY AND ON BEHALF OF CLAIMANT FOR RS. 10,74,677.10 (INR Ten Lakh, Seventy Four Thousand, Six Hundred And Seventy Seven and Ten Paisa only.)/- ALONGWITH INTEREST @18% PER ANNUM UNDER ARBITRATION & CONCILIATION ACT, 1996

MOST RESPECTFULLY SHOWETH:

1) That the Claimant is a Non-Banking Finance Company and is operating under the Regulations settled by the Reserve Bank of India. Mr. Maqsood Shaikh is the Authorised Representative of the company and is well conversant with the facts and circumstances of the case and has been duly authorised to sign, file and prosecute the present petition. Letter of Authority in favour of Mr. Maqsood Shaikh is annexed herein marked as **Annexure C-1.**

2) That the respondent(s) had approached the Claimant company and had taken a loan amount of Rs. 25,24,818.00 (INR Twenty Five Lakh, Twenty Four Thousand, Eight Hundred And Eighteen only.)/- from the Claimant company for a loan facility.

3) That the respondent(s) had approached the Claimant Bank seeking a loan facility and had taken a loan vide Loan Agreement No. SBLBUSI000618975. Copy of Loan Agreement is annexed herein marked as **Annexure C-2**.

4) That the respondent(s) have defaulted in making the payment of instalments and most of the cheques/ECS given by them were dishonoured/ bounced. Despite repeated follow-up by the officials of the Claimant company, the respondent(s) did not maintain financial discipline and committed wilful default in the payment of the EMIs.

5) The Respondent(s) is/are liable to pay the total outstanding dues amounting to Rs. 10,74,677.10 (INR Ten Lakh, Seventy Four Thousand, Six Hundred And Seventy Seven and Ten Paisa only.)/- as on 2026-06-09 00:00:00 to the Claimant Company as per the loan agreement. That the respondent has committed wilful breach of the agreement and neglected to repay the loan amount. Copy of Statement of Account is annexed herein marked as **Annexure C-3**.

6) That the respondent has failed to comply with the terms and conditions of the Loan Agreement. The conduct of the respondents is such that it seems that they have cheated the Claimant Company by inducing them to part with huge amounts and thus caused wrongful loss to the Claimant Company and have caused wrongful gain to themselves.

7) That Settlement of Disputes clause of the "said agreement" provides that all disputes or differences with regard to the "said agreement" shall be referred to a Sole Arbitrator to be appointed by the Claimant.

8) That the Claimant has already invoked the arbitration clause and has sent a notice by appointing the Sole Arbitrator. Till date the respondents have not given any response to the said notice sent by the Claimant. Legal notice dated invoking the arbitration clause are annexed herein marked as **Annexure C-4.**

9) That the Claimant Company advanced a loan amount of Rs. 25,24,818.00 (INR Twenty Five Lakh, Twenty Four Thousand, Eight Hundred And Eighteen only.)/- to the respondent(s) believing that the respondent(s) would make timely payment of the equated monthly instalments (EMIs). On the contrary the respondent(s) have committed wilful default in repaying the loan amount of the Claimant Company.

10) That the cause of action arose in favour of Claimant company when the respondent(s) defaulted in the payment of their EMIs and further from time to time when the respondent has continued to default in their payment of EMIs. The cause of action further arose when various communications were made, firstly, through mails and reminders and later through Loan Recall Notice dated 09/Jun/26 and finally the legal notice was sent to the respondent(s) through post, dated. The cause of action is still a continuing one as the respondent have failed to pay back the loan amount along with interest and other charges applicable as per the loan agreement, owed by them. Loan Recall Notice dated 09/Jun/26 is annexed herein marked as **Annexure C-5**

11) That the act and conduct of the respondent(s) are such that they are people who cannot be believed and there is every possibility that they can act in any manner whatsoever in order to defeat the rights of the Claimant Company.

12) That as per the arbitration clause, the place of arbitration is Delhi. Further, the claimant had duly informed the Respondent by sending a notice dated about the appointment of the Hon'ble Arbitrator and thus this case has been referred to this Ld. Sole Arbitrator to adjudicate upon the claims of the Claimant and arrive at a just conclusion.

13) The claim has been instituted, within the prescribed period of limitation.

14) The cause of action to institute the claim, is subsisting.

15) That it is submitted that the Claimant reserves it's right to amend/add/alter any part of this statement of claim and file additional documents to this case, if any, at a later stage with the leave of the Hon'ble Arbitrator.

PRAYER

In view of the aforesaid facts and circumstances and also in the interest of Justice, it is, therefore, most respectfully and humbly prayed that this Hon'ble Arbitrator may kindly be pleased to: -

a) Directing the Respondent to pay a sum of Rs. 10,74,677.10 (INR Ten Lakh, Seventy Four Thousand, Six Hundred And Seventy Seven and Ten Paisa only.)/- to the Claimant;

b) Directing the Respondent to pay the Claimant a simple interest at the rate of 18% per annum for the above amount from 2026-06-09 00:00:00 until the date of full realisation;

c) Directing the Respondent to pay the costs of the arbitration.

d) Pass such other and further order(s)/direction(s) which may be deem fit and proper in favor of the Claimant and against the Respondents.

Claimant

Through

First Associates
Advocates for Claimant
C-217, UGF,Defence Colony, New Delhi-110024
PH+ 91 11 47519306/7

Place: DELHI

Date: 19/Aug/26

VERIFICATION:

Verified at Delhi on this 19/Aug/26 that the contents of Para No. 1 to 9 of the above petitions are true and correct to the best of my knowledge and is derived from the records maintained by the Claimant company and the contents of Para No.10 to 13 are believed to be true and correct on the basis of the advice received by the Claimant company.

Claimant