
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 3 OF 2025

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M/s. ADITAYA ENTERPRISES

....Petitioner

Versus

TRENT LTD. & Anr.

....Respondents

Ms. Rhia Marshall a/w. *Ms. Simran Jalan i/b Jerome Merchant Partners, for Petitioner.*

Mr. Someshwar Pawale i/b *Purushotam Chavan, for Respondents.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : January 13, 2025

P. C.

1. This is a Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("***the Act***").

2. Today, when the matters are called out for hearing, Learned Counsel for the parties submit that it is apparent that disputes and differences indeed exist and an arbitration agreement also exists. Consequently, the parties have left to this Court to appoint an arbitrator before whom the disputes and differences may be referred for adjudication in terms of the arbitration agreement between them.

3. In these circumstances, this Petition is *finally disposed of* in the following terms :

- a. Mr. Aakash Rebello, 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.
- b. A copy of this Order shall be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner within a period of one week from today. The Petitioner 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 Arbitration and Conciliation Act, 1996 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; and
 - f. The parties have agreed that the venue and seat of the arbitration will be in Mumbai. It is clarified that it shall be open to the Arbitral Tribunal to conduct the proceedings online through electronic mode.
4. 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.

[SOMASEKHAR SUNDARESAN, J.]