

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

ARBITRATION PETITION NO. 270 OF 2025

M/S. Aaditya Enterprises Through Its Sole Proprietor Mr Shashi U. Singh ...Petitioner

Versus

Trent Limited, Through Its Authorized Signatory, Mr. Umesh Agarwal ...Respondent

Mr. Akshay R. Kulkarni, a/w Dayanand Muly, for the Petitioner.

Ms. Rhia Marshall, i/b Jerome Merchant & Partners, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : DECEMBER 19, 2025

ORDER :

1. It is seen that the Learned Arbitrator has recused himself on August 1, 2025. The parties have consensus that the arbitrator needs to be substituted, but leave it to the Court to figure the identity of the arbitrator by substituting the arbitrator. The substituted arbitrator shall take over the proceedings from the stage at which they were left.

2. In these circumstances, the substituted arbitrator is appointed in the following terms:-

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signed by
ASHWINI
JANARDAN
VALLAKATI
Date:
2025.12.24
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+0530

A) Ms. Yogita Deshmukh, a learned 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;

Email ID: yogitadeshmukhoffice@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 the date of upload of this order. 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 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.

3. Prayer clause (b) of the Petition seeks extension of mandate by a period of one year. Therefore, this Petition is treated as a composite Petition under Section 14 as well as Section 29-A of the Act. By consent of the parties, the mandate of the arbitral tribunal is also extended by a

period of *twelve months* from today, which is rounded upto *December 31, 2026*.

4. In these circumstances, the Petition is *finally disposed of* in the aforesaid terms.

5. 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.]