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

ARBITRATION APPLICATION NO. 88 OF 2026

Essential Logistics Pvt. Ltd.

.. Applicant

Versus

Metro Athleisure Ltd.

.. Respondent

Adv. Sunny Shah a/w Adv. Simran Jha, for the Applicant.

Adv. Mohit Arora a/w Adv. Ajay Basutkar, for the Respondent.

CORAM: FIRDOSH P. POONIWALLA, J.

DATE: APRIL 27, 2026

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1. This Application is filed under the provisions of Section 11 of the Arbitration Act, 1996 (the 'Act') seeking appointment of an Arbitrator to arbitrate upon disputes arising between the parties under the Warehouse Services Agreement dated 24th December, 2021 entered into between the parties (the 'said Agreement').

2. Clause 12.6 of the said Agreement contains the arbitration clause and reads as under :

“ In the event of any disputes arising between the parties hereto in respect of this agreement the same will be referred to arbitration of a common arbitrator, in consonance with the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, whose decision thereof shall be final and binding on the parties hereto. The place of arbitration shall be Mumbai”

3. After entering into the said Agreement, certain disputes have arisen between the parties as set out in the Notice invoking arbitration dated 29th April, 2025.

4. In these circumstances, the Applicant, by the said Notice dated 29th April, 2025, invoked arbitration and called upon the Respondent to agree to the appointment of an arbitrator.

5. The Respondent has not agreed to the appointment of an arbitrator. Hence, this Application has been filed.

6. In my view, since the said Agreement contains an arbitration agreement, as set out above, since disputes have arisen between the parties as mentioned in the Notice dated 29th April, 2025 invoking arbitration and as the Applicant has invoked arbitration by the said Notice dated 29th April, 2025, an Arbitrator will have to be appointed for arbitrating upon the disputes arising between the parties under the said Agreement.

7. In these circumstances, the following order is passed :

a) Mr. Aseem Naphade, an Advocate practising in this Court, is appointed as an Arbitrator to arbitrate upon all the disputes arising between the parties under the Warehouse Service Agreement dated 24th December, 2021. The contact details of Mr. Aseem Naphade are as under :

Ph. No. 9920030695

Email - aseem1112@gmail.com

Address- 31, Shanti Building, 3rd Floor, Banaji Street, Fort, Mumbai-400 001.

b) Within one week of the uploading of this Order, the Office of the Prothonotary and Senior Master of this Court shall inform the Arbitrator about this appointment.

c) Further, within one week of the uploading of this Order, the Advocates for the Applicant shall also inform the Arbitrator about this appointment.

d) Within one week of him being intimated about his appointment, the Arbitrator shall make the disclosure as required under the provisions of the Act.

e) The Arbitrator shall charge fees as per the Rules framed by this Court in this regard.

8. Arbitration Application is disposed of in the aforesaid terms.
There will be no order as to costs.

[FIRDOSH P. POONTWALLA, J.]