



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.3 OF 2026
WITH
COMMERCIAL ARBITRATION APPLICATION NO.5 OF 2026

Brainstorm Retail Private Limited

...Petitioner/Applicant

V/s.

The Souled Store Private Limited

...Respondent

Mr. Haris A. Khan *i/b. Mr. Zeeshan Siddique for the Petitioner/ Applicant.*

Ms. Drishti Solanki *i/b. M/s. Yasmin Bhansali & Co. for the Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATED: 28 JANUARY 2026.

P.C.:

1) These are the proceedings filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for interim measures before commencement of arbitral proceedings and for constitution of Arbitral Tribunal, respectively.

2) The disputes and differences between the parties have arisen out of Franchise Agreements executed between them for running of franchise stores of the Respondent at Hubali, Belgaon, Waranasi and Bhatinda. There is no dispute to the position that transactions in respect of each of the Franchise Agreements are different and distinct and though the timelines relating to the dispute

are also distinct, all the four franchise agreements provide for resolution of disputes through mechanism of arbitration and seat of arbitration is agreed at Mumbai. In my view therefore, it would be just and proper to constitute the single Arbitral Tribunal for adjudication of disputes relating to all the four franchise stores.

3) So far as Petition under Section 9 of the Arbitration Act is concerned, Mr. Khan, the learned counsel appearing for the Petitioner submits that if the Arbitral Tribunal is constituted, Petitioner shall seek interim measures before the Arbitral Tribunal under Section 17 of the Arbitration Act.

4) I accordingly, proceed to pass the following order:-

(A) Mr. Justice M.S. Sanklecha, former Judge of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the concerned Franchise Agreements executed between them. The contact details of the Arbitrator are as under :

Office Address :- 311, Churchgate Chambers, 5, Sir
Vithaldas Thackersey Marg, New
Marine Lines, Churchgate, Mumbai-
400020.

Mobile No. :- 9820065338

Email id :- manojssanklecha@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date of uploading of this order. The Petitioner shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith 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 2 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 by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

(E) The fees of the sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

5) The Petitioner/Applicant shall be at liberty to file Application under Section 17 before the Arbitral Tribunal, which shall be decided on its own merits by the Tribunal.

6) All the rights and contentions of the parties, including the issue of existence of arbitration agreement are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7) With the above directions, the Petition and the Application are **disposed of**.

[SANDEEP V. MARNE, J.]