

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

**COMMERCIAL ARBITRATION APPLICATION
NO.632 OF 2025**

Trent Limited

....Applicant

V/S

Princess Infra & Development LLP

....Respondent

Mr. Rohan Deshpande with Mr. Vihit Shah i/b Ms. Alisha Pinto *for the Applicant.*

Mr. Manish Sharma (through video conferencing) *for Respondent.*

**CORAM : SANDEEP V. MARNE, J.
DATE : 29 JANUARY 2026.**

P.C.:

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for appointment of the Arbitrator for adjudication of disputes and differences between the parties arising out of Lease Deed dated 25 April 2022.

2. I have heard Mr. Deshpande, the learned counsel appearing for the Applicant.

3. Mr. Sharma, the learned counsel appears on behalf of Respondent and prays for an adjournment. It is however seen that Mr. Sharma had appeared on 19 December 2025 and had sought to time to file Vakalatnama as well as Affidavit-in-Reply. Despite grant of sufficient time, Respondent has failed to file Reply opposing the Application. In that view of the matter, request for further adjournment cannot be entertained and deserves to be rejected.

4. I have perused the arbitration clause No.16 in the Lease Deed which reads thus:

“16. **ARBITRATION**: If any question of difference or claim or dispute shall arise between the Parties hereto touching these presents or the construction thereof or relating to rights, duties or obligations of the parties hereto arising out of this Deed or as to any matter arising out of these presents the same shall at the first instance be resolved amicably by mutual negotiations within 30 (thirty) days from the date of a Party's request for the resolution thereof. Failing such amicable settlement the same shall be referred to arbitration to be held at Mumbai in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any law relating to arbitration in force at the time of such reference. The reference shall be to a single arbitrator to be mutually appointed by the Parties. The Arbitrator shall have summary powers as also the powers to grant interim and ad-interim reliefs. The parties agree to abide by the decision of the Arbitrator/s, which shall be final and binding. The language of arbitration shall be English.”

5. The Applicant invoked arbitration vide a notice dated 24 March 2025 which has not been responded to by the Respondent. Respondent has not thus disputed existence of the arbitration agreement after receipt of invocation notice dated 24 March 2025. The Respondent has also failed to file Affidavit-in-Reply opposing the present Application despite grant of an opportunity.

6. Mr. Sharma submits that he has received oral instructions about Respondent filing some proceedings before the Facilitation Council under the Micro, Small and Medium Enterprises Development Act, 2006 (**MSMED Act**). However, despite grant of sufficient opportunity, Respondent has failed to file Affidavit-in-Reply and even Mr. Sharma is not very clear about the exact nature of proceedings allegedly filed by Respondent before the Facilitation Council.

7. In my view there is express agreement to arbitrate between the parties in clause 16 of the Least Deed. It would therefore be

appropriate to constitute the Arbitral Tribunal. As per the agreement, the seat and the venue of the arbitration is at Mumbai. Accordingly, I proceed to pass the following order:

A) Ms. Apurva Thipsay, an Advocate of this Court is hereby appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Lease Deed referred to above. The contact details of the Arbitrator are as under:

Office Address: Chamber of Dr. Birendra Saraf,
302, Oval House, 3rd Floor,
Kala Ghoda, Fort, Mumbai.
Mobile No: 98928 06541.
Email ID: apurva.thipsay@gmail.com

B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of uploading of this order. The Applicant 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 Arbitration 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 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 learned 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.

8. All rights and contentions of parties on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

9. With the above directions, Arbitration Application is **allowed and disposed of**. There shall be no order as to costs.

(SANDEEP V. MARNE, J.)