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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 33 OF 2026**

Vinay Vilas Matkar ...Applicant
Versus
VNA Retail Private Limited And Ors. ...Respondents

Mr. M. J. Bhatt, *for the Applicant.*
None for the Respondent.

CORAM ARUN R. PEDNEKER, J.
DATED: 17th JUNE 2026

PC:-

- 1.** Heard the learned counsel for the Applicant. He submits that the notice was issued by registered post on 09.02.2026. Thereafter, this Court issued court notice. However, the Respondents were not found at the given address. Thereafter, this Court permitted service of notice through publication.
- 2.** Consequently, the Applicant has filed an affidavit of service stating that on 01.06.2026, notice was published in "The Free Press Journal" (English language newspaper) and in "Nav Shakti" (Marathi language newspaper), having circulation in the city of Mumbai. The Respondent has not entered appearance. However, the Court treats it to be a good service.

3. The learned counsel for the Applicant submits that the Applicant had entered into a Share Purchase Agreement dated 9.10.2022 with the Respondent-Company. He submits that Clause No.10.6 provides resolution of disputes arising out of the agreement. The said Clause reads as under:

"10.6 Dispute Resolution.

10.6.1 Any dispute arising out of or in connection with this Agreement, including any question regarding, its existence, validity or termination, shall be referred to and finally resolved by arbitration in Mumbai in accordance with the LCIA India Rules ("LCIA India Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section.

10.6.2 The Tribunal shall consist of 3(three) arbitrators. The Promoters and the Company shall jointly appoint 1(one) arbitrator and the Investors shall appoint 1(one) arbitrator. The two arbitrators so appointed shall thereafter appoint a third arbitrator. The decision of the Tribunal shall be final and binding on the Parties.

10.6.3 The language of the arbitration shall be English.

10.6.4 The arbitrator shall be entitled to award costs of the arbitration. Subject to the aforesaid, each Party to any arbitration shall bear its own expense in relation thereto, including, but not limited to such Party's attorneys' fees and the expenses and fees of the arbitrator shall be borne equally by the parties to the dispute."

4. Disputes having arisen between the parties, the Applicant invoked arbitration by notice dated 15.01.2025. There is no response to the said notice by the Respondents. As

such, the present Application is filed for appointment of an arbitrator.

5. In view of the above and having considered the material, this Court would pass the following order :-

(A) Ms. Dhruiti Kapadia, learned Advocate of this Court is 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. The contact details of the Arbitrator are as under :-

**Address : 513, Prospect Chambers, Dr. D. N.
Road, Opp. Petit Library, Fort,
Mumbai - 400001**

Mobile No. : 9757095290

Email ID : kapadiadhruiti@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 1 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 along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) 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 Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by her, 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. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, 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.

(F) 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.

6. All contentions are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7. With the above directions, the Arbitration Application stands disposed of accordingly.

(ARUN R. PEDNEKER, J.)