



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMMERCIAL ARBITRATION APPLICATION NO. 102 OF 2026

Trent Limited

...Applicant

V/s.

SAAR Enterprises

...Respondent

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**Mr. Vineet Unnikrishnan** *with Ms. Sonu Bhasi and Ms. Karthika Sanjay  
i/b Mr. Cyril Amarchand Mangaldas for Applicant.*

**Mr. Santosh Tawde** *for Respondent.*

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CORAM: SANDEEP V. MARNE, J.

DATED: 1 APRIL 2026.

**P.C.:**

1) This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for appointment of Arbitrator for adjudication of disputes and differences that have arisen between the parties out of Retail Business Arrangement Agreement dated 24 August 2017.

2) I have heard Mr. Unnikrishnan, the learned counsel appearing for the Applicant and Mr. Tawde, the learned counsel appearing for the Respondent.

3) Mr. Tawde submits that the Respondent has already set the civil law in motion by filing civil proceedings and that therefore there is no warrant for making reference to Arbitration.

4) However, it is seen that Commercial Suit No. 03A of 2025 is filed by the Respondent. In that suit the Applicant raised objection of jurisdiction and by order dated 14 November 2025 the Trial court has dismissed the suit for want of territorial jurisdiction. The order passed by the Trial Court has been confirmed in Writ Petition by the High Court of Chhattisgarh, Bilaspur by order dated 18 November 2025. It appears that an intra-court appeal was filed before the Division Bench of Chhattisgarh High Court, which has also been dismissed on 2 January 2026.

5) Thus, the defence sought to be raised on behalf of the Respondent about pendency of suit does not appear to be valid. Perusal of Retail Business Arrangement Agreement indicates presence of arbitration agreement in clause 12. The seat of the Arbitration is at Mumbai. Though arbitration clause confers powers on Applicant to make appointment of Arbitral unilaterally, considering the development of law on subject of unilateral appointment of Arbitrator, the Applicant has filed the present Application rather than proceeding to appoint the Arbitrator unilaterally.

6) This Court is satisfied about *prima facie* existence of arbitration agreement and in that view of the matter, I proceed to pass the following the order:-

(A) Mr. Rubin Vakil, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Retail Business Arrangement Agreement dated 24 August 2017. The contact details of the Arbitrator are as under :

|                  |                                                            |
|------------------|------------------------------------------------------------|
| Office Address : | 402, Hamam House, Ambalal Doshi Marg, Fort, Mumbai- 400001 |
| Email id :       | rubinrvakil@gmail.com                                      |
| Contact No.      | 9820188015                                                 |

(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 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.

- 7) All rights and contentions of the parties are expressly kept open to be agitated before the Arbitral Tribunal.
- 8) With the above directions, the Application is **disposed** of.

**[SANDEEP V. MARNE, J.]**