

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO.20 OF 2015

Smt. Vandana Rudrapratap Tripathi	 Petitioner
V/s	
M/s. Housefull International Ltd.	 Respondent

Mr. Girish Paryani for Mr. Saurabh Oka for Petitioner.
Mr. Rakesh Agrawal for Respondent.

CORAM : A.A. SAYED, J.
DATED : 10 JULY 2015

P.C.

1 This is a Petition under section 11 of the Arbitration & Conciliation Act, 1996 for appointment of Arbitrator.

2 Clause 26 of the Leave and License Agreement dated 1 April 2014 between the parties reads as follows:

“(26) Jurisdiction: In the event of any dispute between the Parties to this License agreement, regarding this License or otherwise, the Parties shall enter into good faith negotiations aimed at finding an amicable solution within thirty days. If the dispute could not be resolved in a satisfactory manner, either party may refer the matter to arbitration. Each party shall appoint one arbitrator and the two arbitrators shall mutually appoint a third arbitrator before the commencement of the arbitration proceedings. The decision of the Arbitral Tribunal shall be binding and final. The provisions of the Arbitration and

Conciliation Act, 1996 shall apply. The arbitration venue shall be at Thane and conducted in English language.”

3 There is nothing in the notice dated 8 September 2014 addressed by the Advocate for the Petitioner to the Respondent suggesting invocation of Arbitration. That apart the notice is not addressed to the Respondent Company who is a party to the Agreement. It appears that the said notice is addressed to one of the Directors of the Respondent. In the circumstances, on these grounds alone, the Petition is liable to be rejected and is accordingly rejected. It will be open for the Appellant to issue fresh notice invoking arbitration, if so advised.

4 It is clarified that I have not gone into the other issues raised in the Petition and contentions are kept open.

(A.A. SAYED, J.)

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