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

ARBITRATION PETITION NO.411 OF 2014

M/s.Advance Synthetics

...Petitioner

V/s.

M/s.Sagar Enterprises & Ors.

...Respondents

Mr.Siddharth Murarka i/b Law Chamber of Siddharth Murarka for the
Petitioner.

None for the Respondents.

CORAM : R.D. DHANUKA, J.

DATE : 1ST OCTOBER, 2015.

P.C. :-

1. Learned counsel appearing for the petitioner states that affidavit of service has already been filed and the respondents are served. None appeared for the respondents, though served. No affidavit in reply has been filed.

2. By this petition filed under section 9 of the Arbitration & Conciliation Act, 1996, the petitioner seeks an order and direction against the respondents to provide security in favour of the petitioner for the sum of Rs.1.00 crore, so as to secure the claim of the petitioner and for other reliefs.

3. Learned counsel for the petitioner states that the petitioner had sold and supplied goods to the respondent no.1 as per the orders

placed by respondent nos.2 and 3 on behalf of the respondent no.1. The parties were maintaining running ledger account of all the transactions. According to the petitioner at the foot of account, there was a total liability of Rs.72,42,015.50 ps. towards the principal amount apart from interest at the rate of 18% p.a. My attention is invited to the statement of account duly confirmed by the respondent no.1 thereby admitting the liability to the tune of Rs.74,42,015.50 ps. some of the cheques issued by the respondent no.1 towards repayment of the said admitted liability are also dishonoured for want of sufficient funds.

4. No reply is filed by the respondents, though served. The averments made in the petition are deemed to have been admitted. The petitioner has thus made out a case for order of deposit as prayed in prayer clause (a).

5. A perusal of record indicates that the respondents have not even complied with the order passed by this Court on 12th March, 2014.

6. I therefore, pass the following order :-

a). The petition is made absolute in terms of prayer clause (a). The respondents are directed to furnish security within four weeks from the date of communication of this order.

b). The *ad-interim* order dated 12th March, 2014 is also

confirmed.

c). It is made clear that if the respondents comply with the order in terms of prayer clause (a), injunction order in terms of prayer clause (d) to stand vacated.

7. The arbitration petition is disposed of in aforesaid terms.

No order as to costs.

(R.D. DHANUKA, J.)

“Certified to be true and correct copy of original signed order.”