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

ARBITRATION APPLICATION NO.56 OF 2015

Murlidhar Odhrani	...Applicant
V/s.	
The Indian Institute of Planning & Management & Ors.	...Respondents

Ms.Shruti Anurag i/b M.M. Legal Associates for the Applicant.

None for the Respondents.

CORAM : R.D. DHANUKA, J.
DATE : 29TH JULY, 2015.

P.C. :-

1. The applicant states that the respondents are served and tendered a photocopy of the affidavit of service and undertakes to file the original affidavit of service within one week from today. None appeared for the respondents, though served.

2. By this application filed under section 11(6) of the Arbitration & Conciliation Act, 1996, the applicant has invoked clause 26 of the leave and license agreement dated 24th February, 2014 entered into between the applicant and the respondents. The applicant was the licensor under the said leave and license agreement. It is the case of the applicant that though the respondents have handed over possession of the premises to the applicant upon

termination of the leave and license agreement, the respondents have not paid the license fees from June, 2014 to December, 2015.

3. Dispute arose between the parties. The applicant issued a notice dated 26th November, 2014 for demanding license fees along with service tax and interest. Since the respondents did not pay the balance amount, the applicant issued a notice through his advocate of 22nd December, 2014 invoking arbitration agreement and called upon the respondents to refer the disputes to arbitration. The said letter was followed by a reminder dated 12th January, 2015 issued by the applicant through his advocate suggesting two names for appointment of the sole arbitrator. The respondents did not reply to the said notice also.

4. A perusal of the agreement entered into between the parties indicates that the arbitration agreement exists between the parties. The possession of the property has been already handed over by the respondents to the applicant. The dispute will not relate to possession of the property. The applicant only seeks to recover license fees payable under the leave and license agreement along with interest and service tax etc. Since the respondents have not filed any application under section 11(6) of the Arbitration & Conciliation Act, 1996, this application is maintainable.

5. Shri Justice B.V. Chavan, former Judge of this Court is

appointed as the sole arbitrator.

6. The arbitration application is accordingly disposed of in the aforesaid terms. No order as to costs.

(R.D. DHANUKA, J.)