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

ARBITRATION APPLICATION NO.85 OF 2015

M/s.Intarvo Technologies Ltd.	...Applicant
V/s.	
M/s.Geodesic Ltd.	...Respondent

Mr.Amar Mishra i/b M/s.SRM Law Associates for the Applicant.

None for the Respondent.

CORAM : R.D. DHANUKA, J.
DATE : 9TH SEPTEMBER, 2015.

P.C. :-

1. Learned counsel appearing for the applicant submits that the respondent has been served with copy of the papers and proceedings and tenders affidavit of service. The statement is accepted. Affidavit of service is taken on record.
2. By this application filed under section 11(6) of the Arbitration and Conciliation Act, 1996 (for short "Arbitration Act"), the applicant has invoked the arbitration agreement recorded in clause 13 of the Non-Exclusive Service Agreement dated 1st April, 2011 executed between the applicant and the respondent
3. The dispute arose between the parties. The applicant through its advocate's notice dated 13th October, 2014 to the

respondent invoked arbitration agreement in terms of clause 13 of the said agreement and called upon the respondent to give consent. There is no response to the said notice. The applicant has thus filed this application under section 11(6) of the Arbitration Act.

4. None appeared for the respondent. No affidavit in reply has been filed. A perusal of the agreement dated 1st April, 2011 annexed at Exhibit "A" to the application indicates that the arbitration agreement exists between the parties. Since the respondent has not appointed any arbitrator, the present application under section 11(6) of the Arbitration Act is maintainable.

5. Ms.Gitanjali Prabhu, advocate c/o Bombay Bar Association, Bombay High Court, Room No.57 is appointed as an arbitrator on behalf of the applicant. Mr.Vishal Kanade, advocate is appointed as an arbitrator on behalf of the respondent. The learned arbitrators appointed by this order shall appoint the presiding arbitrator in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

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

(R.D. DHANUKA, J.)

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