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

ARBITRATION PETITION NO.535 OF 2015

Micro Max India Pvt. Ltd.	...Petitioner
V/s.	
Ingram Micro India Pvt. Ltd.	...Respondent

Mr.Anil Lulla with Mr.Nihar Mahale for the Petitioner.
Mr.Kedar Wagle for the Respondent.

CORAM : R.D. DHANUKA, J.
DATE : 3RD AUGUST, 2015.

P.C. :-

1. By this petition filed under section 34 of the Arbitration & Conciliation Act, 1996 (for short "the Arbitration Act"), the petitioner has impugned the arbitral award dated 20th December, 2014 rendered by the learned arbitrator directing the petitioner to pay to the respondent a sum of Rs.1,76,56,956/- and interest at the rate of 18% p.a. and a sum of Rs.50,000/- by way of arbitration costs. The petitioner herein was the original respondent, whereas the respondent was the original claimant in the arbitration proceedings. It is the case of the petitioner that the petitioner was Tier I distributor of M/s.Hewlett Packard India Sales (Private) Ltd. (HP), whereas the respondent was a registered supplies reseller.

2. It was the case of the petitioner before the learned arbitrator that there was a tripartite agreement between the petitioner,

respondent and HP and various blank cheques were given by the petitioner to the respondent which were alleged to have been misused by the respondent.

3. Learned counsel appearing for the petitioner states that several submissions made by the petitioner have not been dealt with by the learned arbitrator in the impugned award. The transactions in respect of which the payment was demanded by the respondent from the petitioner were also disputed.

4. A perusal of the record indicates that the learned arbitrator has rendered a finding that the petitioner had dispatched the goods from Bombay to the respondent. It is held that agreement entered into between the petitioner and the HP as well as the respondent and HP were quite distinct and different. The petitioner has not produced any agreement to show that there was tripartite agreement between the petitioner, respondent and HP. The petitioner was entitled to distribute HP products to anybody and not only to the respondent and similarly the respondent was entitled to purchase the products from any of those distributors of HP. It is held that merely because both the parties were dealing in HP products, it could not be said that there was a tripartite agreement between HP, petitioner and the respondent. The learned arbitrator has rightly rejected this contention raised by the petitioner.

5. Insofar as the issue as to whether there was any dispute raised by the petitioner about the supply effected by the respondent to the petitioner or not is concerned, a perusal of the record indicates that the learned arbitrator has dealt with this issue at length in paragraph 48 of the impugned award. It is held by the learned arbitrator that though specific claim in the statement of claim was made by the respondent, the petitioner had not contended that it had not received or had received less goods than what was mentioned in any of those 21 invoices. The learned arbitrator also disbelieved the story of the petitioner that the cheques were issued in blank by the petitioner and the same were misused by the respondent.

6. Though the provisions of the contract provided for penal interest at 24% p.a., the learned arbitrator has taken a liberal view and has awarded only 18% p.a. on the principal amount of Rs.1,76,56,956/-.

7. In my view, the findings rendered by the learned arbitrator are after considering the pleadings and documents and also evidence led by the parties and not being perverse cannot be interfered with under section 34 of the Arbitration Act.

8. The petition is devoid of merits and is accordingly dismissed. No order as to costs.

(R.D. DHANUKA, J.)