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

ARBITRATION APPLICATION NO.185 OF 2015

M/s.Kotak Agro Processing Pvt. Ltd.	...Applicant
V/s.	
M/s.Satpal International Pvt. Ltd. & Ors.	...Respondents

Mr.Raju Gupta for the Applicant.

None for the Respondents.

CORAM : R.D. DHANUKA, J.
DATE : 7TH OCTOBER, 2015.

P.C. :-

1. By this application filed under section 11(6) of the Arbitration & Conciliation Act, 1996 (for short "Arbitration Act") the applicant seeks appointment of the arbitrator and has invoked clause 11 of the Leave and License Agreement dated 8th March, 2013. Dispute arose between the parties. The applicant vide its notice dated 31st December, 2014 invoked arbitration agreement suggesting three names. Vide their reply dated 12th February, 2013, the respondents contended that as per section 20 of the Arbitration & Conciliation Act, 1996 any one party cannot finalize the place as it has to be decided by both the parties mutually and thus on that ground the arbitration clause is denied.

2. None appeared for the respondents. Learned counsel appearing for the applicant tenders affidavit of service and submits that the respondents have refused to accept service. No affidavit in reply has been filed. The affidavit of service is taken on record.

3. A perusal of the agreement annexed to the application and in particular clause 11 thereof indicates that the arbitration agreement exists between the parties. Since the respondents have not appointed any arbitrator, this application filed under section 11(6) of the Arbitration Act is maintainable.

4. Mr.Amit Sharma, advocate having his address at Y-6, Sector – 9, C.B.D. Belapur, Navi Mumbai is appointed as a nominee arbitrator on behalf of the applicant. Mr.A.K. Saxena, advocate, having his address C/o Room No.56, Third Floor, High Court Library, Bombay is appointed as a nominee arbitrator on behalf of the respondents. The learned arbitrators appointed by this order shall appoint a presiding arbitrator in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

5. The arbitration application 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.”