

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 211 OF 2015

Tata AIA Life Insurance Company Ltd. Applicant

VERSUS

Jagdish Narayan Singh Respondent

Mr. Vishal Tambat for the Applicant.

None for the Respondent.

CORAM : R.D. DHANUKA, J.

DATED : 23rd SEPTEMBER, 2015

P.C.

By this application filed under section 11(6) of the Arbitration and Conciliation Act, 1996, the applicant seeks appointment of an arbitrator and has invoked clause 44 of the lease agreement dated 29th December, 2008. The applicant seeks to apply for refund of the security deposit and other compensation with interest from the respondent.

2. Dispute arose between the parties. The applicant vide their advocate's notice dated 5th May, 2014 invoked the arbitration agreement and suggested the name of an advocate practicing in this court as a sole arbitrator. In response to the said notice, the respondent through his advocate's letter replied which is annexed at Ex.E to the application and alleged that the respondent had already paid an amount of Rs.1,69,955/- in full and final settlement. The learned counsel appearing for the applicant states that the applicant did not accept the said amount in full and final settlement and has to recover the substantial amount from the respondent.

3. None appeared for the respondents though served. No affidavit in reply is filed.
4. In my view the arbitration agreement exist between the parties. Since the respondent has refused to appoint an arbitrator, this application filed under section 11(6) of the Arbitration and Conciliation Act, 1996 is thus maintainable. Mr.Sachin Gorwadkar, advocate having his address at Office No.39, Bhupen Chambers, Opposite Bombay Stock Exchange, Dalal Street, Fort, Mumbai - 400 002 is appointed as a sole arbitrator.
5. Arbitration application is disposed of in the aforesaid terms. No order as to costs.

[R.D. DHANUKA, J.]

CERTIFICATE

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