

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 19 OF 2015

Tata AIA Lifer Insurance Company Ltd. Applicant

VERSUS

Jitendra Chauhan & Anr. Respondents

Mr. Vishal Tambat for the Applicant.

None for the Respondents.

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 by invoking clause 43 of the lease agreement dated 21st October, 2008. It is the case of the applicant that the respondents have not refunded the security deposit though the applicant has returned the premises to the respondents. The applicant seeks to file claim for recovery of the security deposit with interest.

2. None appeared for the respondents though served. No affidavit in reply is filed.

3. Dispute arose between the parties. The applicant issued a notice for appointment of the arbitrator on 2nd May, 2014. There was no response from the respondents. This application filed under section 11(6) of the Arbitration and Conciliation Act, 1996 is thus maintainable.

4. Perusal of the record indicates that the arbitration agreement exist between the parties. 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.