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

ARBITRATION APPLICATION NO.22 OF 2015

Tata AIA Life Insurance Co. Ltd.	...Applicant
V/s.	
Suresh C. Gupta & Anr.	...Respondents

Mr.Vishal Tambat for the Applicant.

None for the Respondents.

CORAM : R.D. DHANUKA, J.
DATE : 24TH JULY, 2015.

P.C. :-

1. Learned counsel appearing for the applicant states that the respondents are served and the affidavit of service has been already filed. None appeared for the respondents.
2. By this application filed under section 11(6) of the Arbitration & Conciliation Act, 1996, the applicant seeks appointment of an arbitrator by invoking clause 43 of the agreement dated 24th April, 2008 entered into between the parties.
3. Learned counsel for the applicant states that the applicant was a lessee under the said agreement and has already handed over possession of the premises to the respondents. The claim of the applicant is for refund of the security deposit mentioned in paragraph

11 of the arbitration application with interest and payment for costs.

4. A perusal of the clause 43 of the agreement provides that the disputes are to be referred to arbitration panel of three arbitrators of whom one shall be appointed by each party. The applicant had issued a notice through its advocate's letter dated 5th May, 2014 to the respondents for appointment of an arbitrator. Learned counsel for the applicant states that the applicant has nominated Advocate Sachin Gorwadkar having his office at 39, Bhupen Chambers, Opposite Bombay Stock Exchange, Dalal Street, Fort, Mumbai - 400 023 as its nominee arbitrator. Since the respondents have not nominated any arbitrator, Mrs.Dr.Jayashree B. Kurup, advocate having office at 204, Raval Tower, 2nd Floor, Sundervan Complex, Off Lokhandwala Road, Andheri (W), Mumbai – 400 053, is appointed as arbitrator on behalf of the respondents. The arbitrator nominated by the applicant and appointed by this order shall appoint a presiding officer in accordance with the provisions of Arbitration & Conciliation Act, 1996 expeditiously.

5. Since the amount of claim involved is a small amount, the arbitral tribunal is requested to charge reasonable fees to the parties.

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

(R.D. DHANUKA, J.)