

THE HON'BLE THE CHIEF JUSTICE SRI KALYAN JYOTI
SENGUPTA

ARBITRATION APPLICATION NO.176 OF 2014

DATED:20.2.2015

Between:

M/s. Water Health India Pvt. Ltd.,
A company incorporated under
the Companies Act, 1956 and
having its Registered Office at
9-7, Survey No.308/1, Nagaram
Keesara Mandal, Hyderabad Urban,
State of Telangana – 500 083
Rep. by its Authorized Signatory and Head Legal
Sri M. Harendra
... Applicant

And

Sarangapur Gram Panchayat
Sarangapur Village, Sarangapur Mandal
Adilabad District, State of Telangana
Rep. by its Sarpanch/Panchayat Secretary ...
Respondent
... Respondents

THE HON'BLE THE CHIEF JUSTICE SRI KALYAN JYOTI
SENGUPTA

ARBITRATION APPLICATION NO.176 OF 2014

ORDER:

This is an application for appointment of an arbitrator under Section 11(4)(a) of the Arbitration and Conciliation Act, 1996.

In spite of service of notice, none appears for the respondent to oppose this application.

I have heard the learned counsel for the applicant and have seen the arbitration agreement, which reads as follows:

"7.1. In the event a dispute or difference arises in connection with the interpretation or implementation of this Agreement, either party may refer the dispute by arbitration according to the Arbitration and Conciliation Act, 1996 as amended from time to time or any other law for the time being in force. The arbitration proceedings shall consist of three arbitrators, one to be appointed by WHIN and the other to be appointed by the Panchayat. The two appointed arbitrators shall appoint the third arbitrator. The Arbitration shall be conducted in Hyderabad."

The said arbitration agreement is otherwise valid and subsisting and the disputes raised by the applicant are also covered by the aforesaid agreement. Under these circumstances, I direct the parties to choose their respective nominee arbitrator within fortnight from the date of receipt of a copy of this order in terms of the arbitration agreement. After formation of the arbitral Tribunal, two nominee arbitrators shall appoint the third arbitrator in terms of the aforesaid arbitration agreement. Failure to do so by any of the party, Dr. Y. Padmavathi, a practising Advocate of this Court, shall be as nominee Arbitrator of such party.

The remuneration of the respective nominee Arbitrators of the respective parties shall be borne by the respective parties individually.

However, so far as the Third Arbitrator is concerned, the learned Arbitrator shall fix his own remuneration upon deliberation and consultation with the parties. He shall also estimate the costs and expenses of the secretariat assistance and other incidental expenditure for the arbitration proceedings. The parties shall bear the expenses of the arbitration proceedings in equal share. The learned Arbitrators are directed to complete the arbitration proceedings by making and publishing an award within a period of five months from the date of entering upon the reference.

The arbitration application is accordingly disposed of.

K.J. SENGUPTA, CJ

20.2.2015

bnr