

HON'BLE THE ACTING CHIEF JUSTICE DILIP B. BHOSALE

Arbitration Application No.187 of 2014

Dt:23.12.2015

Between:

M/s. Water Health India Pvt.Ltd.

... Applicant

And

Anarde.

... Respondent

HON'BLE THE ACTING CHIEF JUSTICE DILIP B. BHOSALE

Arbitration Application No.187 of 2015

PC:

Heard learned counsel for the parties.

The arbitration clause in the agreement, dated 05.04.2007, reads thus:

“The parties shall attempt to amicably resolve all disputes or differences that may arise under or in relation to the transactions contemplated by this agreement. Failing amicable resolution of such disputes or differences within seven (7) days of written notice of such dispute or difference by any party, any party to this agreement shall be entitled to refer such dispute or difference for binding arbitration. The arbitral panel shall comprise three arbitrators, of which the Partner shall appoint one arbitrator and WHIN shall appoint the second and the two appointed arbitrators shall nominate the third arbitrator who shall serve as the chairman of the arbitral panel. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The location of the arbitration proceedings shall be the city of Hyderabad.”

The respondent has filed counter-affidavit and in paragraph 13 thereof, without prejudice to their rights and contentions, has named Mr.P.S.Reddy, Advocate practising in the City of Hyderabad as their Arbitrator.

The applicant has also named Prof. K.V.S.Sarma, R/o.

Hyderabad as their Arbitrator.

In view thereof, the parties have agreed for the following order:

“Prof. K.V.S.Sharma, R/o. Hyderabad is appointed as Arbitrator on behalf of the applicant and Mr.P.S.Reddy, practising Advocate in the City of Hyderabad is appointed as Arbitrator on behalf of the respondent. Both the Arbitrators shall nominate the third Arbitrator as per the agreement clause.

Learned Arbitrators shall fix their remuneration upon deliberation and consultation with the parties. The costs and expenses of the secretarial assistance of the arbitral proceedings shall also be determined by the learned Arbitrators. Each party will bear the expenses of the arbitration proceedings in all respects in equal share. The Arbitral Tribunal shall complete the arbitration proceedings by making publication of Award within a period of one year from the date of entering upon the reference. The Arbitral Tribunal may hold their meetings at the arbitration centre in the High Court premises, ‘C’ Block.”

The Arbitration Application is accordingly disposed of.

DILIP B. BHOSALE, ACJ

Dt:23.12.2015

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Mr. B.Chandrasekhar, learned counsel for the petitioner, submits that with the passage of time, the writ petition has rendered infructuous.

Writ petition is disposed of as infructuous.

Consequently, miscellaneous petitions, if any, also stand disposed of. There shall be no order as to costs.

Heard learned counsel for the parties.

On 20.11.2015, I dispose of the instant Arbitration Application by the following Order.

“Learned counsel for parties have agreed for an appointment of Sri Justice M.Jagannadha Rao, retired Judge of the Supreme Court as sole Arbitrator. Hence, all disputes between the parties are referred to the sole Arbitrator, Sri Justice M.Jagannadha Rao (Retired).

Learned Arbitrator shall fix his remuneration upon deliberation and consultation with the parties. The costs and expenses of the secretarial assistance of the arbitration proceedings shall also be determined by the learned Arbitrator.

Each party will bear the expenses of the arbitration proceedings in all respects in equal share. I desire that learned Arbitrator shall complete the arbitration proceedings by making publication of Award within a period of six months from the date of entering upon reference. The Arbitrator shall as far as possible hold arbitration meetings in the arbitration centre in the High Court premises, 'C' Block.

The arbitration application is accordingly disposed of.”

Today, learned counsel for the applicant, at the outset, invited my attention to Clause 22A of the Agreement, dated 25.04.2013, and submitted that the order, dated 20.11.2015, deserves to be modified.

The relevant sub-clause (ii) of Clause 22A of the agreement reads as under:

.....
.....

He submits that in view of sub-clause (ii) of Clause 22A of the agreement, both the parties have to appoint one Arbitrator and the two appointed Arbitrators can appoint the third Arbitrator to act as a Presiding Arbitrator. This submission has not been disputed by learned counsel appearing for the respondent.

In the circumstances, both the learned counsel for the parties may agreed for modifying the order, dated 20.11.2015.

Order accordingly. The Arbitration Application is thus restored to file and disposed of by the following consent order:

“Sri Justice R.Balasubramanian, Retired Judge of Madras High Court is appointed as Arbitrator on behalf of the applicant and Sri Justice T.Ch.Surya Rao, retired Judge of this Court as an Arbitrator on behalf of the respondent. Both the Arbitrators shall appoint the

third Arbitrator, who will act as Presiding Arbitrator. It would be open for them to consider Sri Justice M.Jagannadha Rao, retired Judge of the Supreme Court as the third Arbitrator as submitted by learned counsel for the parties.

Learned Arbitration shall fix their remuneration upon deliberation and consultation with the parties. The costs and expenses of the secretarial assistance of the arbitration proceedings shall also be determined by the learned Arbitrators. Each party will bear the expenses of the arbitration proceedings in all respects in equal share. The Arbitral Tribunal shall complete the arbitration proceedings by making publication of Award as expeditiously as possible and preferably within a period of six (6) months from the date of entering upon reference. The Arbitral Tribunal shall hold as far as possible the arbitration meetings in the arbitration centre in the High Court premises, 'C' Block.

The Arbitration Application is accordingly disposed of.