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

APPEAL No. 505 OF 2016
IN
ARBITRATION PETITION No. 924 OF 2013

Glasspaane Aluminium India Pvt. Ltd. & Ors. ... Appellants
Vs.
Reliance Capital Ltd. ... Respondents

Mr. Jinal P. Gorasia i/b M/s. Consulta Juris, for the Appellants.
Ms. Alpna Ghone a/w Ms. Shama Mulla i/b Ajay Miisar & Co., for the Respondents.

CORAM : V. M. KANADE, &
Smt. SWAPNA S. JOSHI, JJ.

DATE : SEPTEMBER 1, 2016

PC.

1. Heard the learned counsel appearing for the Appellants.
It is submitted that the matter is likely to be settled and the matter may be kept for filing of the consent terms in the last week of September, 2016. Similar statement was made on the last date i.e. 25th August, 2016 and the matter was kept today. Learned counsel appearing for the Respondents, however submitted that no settlement has taken

place between the parties. She submitted that this submission is made after taking instructions from the Respondents. The learned counsel for the Appellants then submitted that the matter may be adjourned. We decline to grant adjournment since the matter is pending since last two years.

2. The learned counsel appearing for the Appellants submitted that she has no instructions to argue the matter. We have, therefore, heard the learned counsel appearing for the Respondents. She has taken us through the order passed by the learned Single Judge dated 9th April, 2014.

3. Brief facts are that the Respondents had advanced a loan of Rs. 2.70 Crores to the Appellants against the security of their property by deposit of title deed. The Appellants, however, have failed to make the payment towards the said loan amount, and therefore, loan was recalled. The Respondents appointed Mr. V. K. Shelar, Additional Chief Metropolitan Magistrate, Mumbai (Retd.) as a sole arbitrator. Notice was served on the Appellants. The matter proceeded ex parte since the Appellants refused to acknowledge authority of the arbitrator.

4. The contention of the Appellants was that they did not give their consent to the appointment of arbitrator, therefore, he had no jurisdiction to decide the dispute between the parties.

5. The learned Single has noted that in the arbitration agreement there is a clause that the sole arbitrator was to be appointed by the Respondents. In view of this specific term in the agreement, the question of obtaining consent of the appellants did not arise. The learned Single Judge has noted that notice was issued to the Appellants by the Arbitrator, and thereafter the Appellants appeared before the Arbitrator, but they refused to participate in the proceeding.

6. In our view, the learned Single Judge has given cogent reasons, and it was not possible to set aside the award on the grounds urged by the Appellants therein. There is no infirmity or illegality in the impugned judgment and order. We, therefore, decline to interfere with the said order. Appeal is therefore dismissed.

Sd/-

[Smt. SWAPNA S. JOSHI, J.]

Sd/-

[V. M. KANADE, J.]

Vinayak Halemath