

HON'BLE THE ACTING CHIEF JUSTICE DILIP B. BHOSALE

ARBITRATION APPLICATION No. 83 OF 2015

13.04.2016

Between:

Sardar Mohammed Khan, Hyderabad.

... Appellant

And

R.K. Infrastructures Pvt. Limited,
Hyderabad.

... Respondent

HON'BLE THE ACTING CHIEF JUSTICE DILIP B. BHOSALE

ARBITRATION APPLICATION No. 83 OF 2015

PC:

Heard Smt. Manjiri S. Ganu, learned counsel for the applicant.
None appears for the respondent though served.

By this Arbitration Application, the applicant seeks appointment of an arbitrator for resolution of disputes arising from Development Agreement-cum-General Power of Attorney dated 06.04.2013. Under this agreement, development rights were given to the respondent to complete the construction within the time stipulated therein. Since construction is not completed and even the amount that, according to the applicant, the respondent was obliged to pay to the applicant was not paid, a notice was issued by the applicant on 15.04.2015 calling upon the respondent to appoint one of the two arbitrators as per Clause XXII of the said agreement. Since the respondent did not respond to the notice, the applicant has filed the instant application.

I have perused the relevant clause in the agreement, which reads thus:

"XXII. ARBITRATION

The parties hereto agree that in the event of there being any disputes with regard to this agreement or interpretation of any of the terms of this Agreement, the same shall be referred to the Arbitration in terms thereof.

Arbitration shall be conducted as follows:

- A. All proceedings in any arbitration shall be conducted in English.
- B. The dispute shall be referred to a panel of two arbitrators, owner shall appoint one

arbitrator and the third being appointed by the two arbitrators nominated by the parties.

- C. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- D. The arbitral Tribunal may by unanimous agreement, award to a party that substantially prevails on the merits its costs and reasonable expenses (including reasonable fees of its counsel).
- E. Seat of such Arbitration Tribunal shall be at Hyderabad.
- F. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996."

Despite notice, the respondent has not entered appearance either in person or through Advocate. In the circumstances, I am constrained to pass the following order:

Sri V.V. Raghavan, a retired District Judge, is appointed as one of the Arbitrators and Sri Mutyala Naidu, a retired District Judge, is appointed as second Arbitrator. Both the Arbitrators shall appoint the third Arbitrator, who shall act as the coordinator/Umpire.

After composition of Arbitral Tribunal, the arbitration proceedings may be held in accordance with law. All the Arbitrators 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 learned Arbitrators shall endeavour to complete the arbitration proceedings by making publication of Award within a period of six months from the date of entering upon the reference and in any case within the time stipulated under the Arbitration and Conciliation Act, 1996. The Arbitrators shall as far as possible hold arbitral proceedings at the arbitration centre in the High Court premises, 'C' Block.

The Arbitration Application is accordingly disposed of.

DILIP B. BHOSALE, ACJ

Date: 13.04.2016

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