

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

ARBITRATION APPLICATION NO. 65 OF 2017

M/s. Green Valley Marketing Pvt. Ltd.	..Applicant
Vs.	
Pratibha Industries Ltd.	.. Respondent

Mr. Ajay Basutkar for applicant.

None for respondent.

CORAM : K.R.SHRIRAM, J.
DATE : 29TH NOVEMBER 2017

P.C.

1 This is an application under Section 11 of the Arbitration and Conciliation Act, 1996 (The said Act). Applicant had received two purchase orders one dated 16th September 2015 and the other dated 16th April 2015 from respondent for supply of various quantities of Teakwood/Wood. Clause 9 of the Purchase Order reads as under :-

9 All disputes with respect to this Work Order/Purchase Order shall be referred to the sole arbitrator appointed by the Company Secretary of Pratibha Industries Limited.

2 As respondent did not make the payments, applicant, by a letter dated 10th November 2016, called upon respondent to make payments. The counsel for applicant states that no reply was received for the same. Therefore, respondent, by their letter dated 5th December 2016, invoked arbitration clause and called upon respondent to appoint the Sole Arbitrator

or give the name of their Arbitrator. To this letter and the letter of invocation also there is no reply.

3 Respondent has been served and the counsel for applicant states that one Durgesh Gupta has entered appearance for respondent. The Court records indicate that Vakalatnama has been lodged on 5th May 2017. No reply has been filed by respondent opposing this application nor is anyone present on call.

4 Having considered the prayer clause, I am satisfied parties had intended to refer all their disputes to Arbitrator because applicant had accepted the purchase orders and even had supplied goods as per the purchase orders.

5 In the circumstances, application is allowed in terms of prayer clause (a) and the following order is passed :-

(i) Mr.Ajit Anekar, an Advocate practicing in this Court having office Address : 401, 4th Floor, Ararat Building, N. M. Road, Fort, Mumbai; Mobile No. 9821089597; Email ID : ajitanekar@gmail.com, is appointed as Sole Arbitrator to arbitrate on disputes and differences including counterclaim,

if any arising out and/or in connection with and relating to two purchase orders one dated 16th September 2015 and the other dated 16th April 2015.

(ii) The fees, administrative expenses, typing charges and venue expenses of the Arbitrator shall be shared equally between parties, i.e., 50% by applicant and 50% by respondent and the same will be costs in the arbitration proceedings.

(iii) Within three weeks of receiving a communication from the advocate for applicant and/or respondents, the Arbitrator shall give in writing, directly to parties disclosure as required under Section (11)(8) read with Section 12(1) of the said Act.

6 Arbitration Application accordingly disposed.

(K.R. SHRIRAM, J.)