

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

ARBITRATION APPLICATION NO.216 OF 2016

M/s. Innovision Limited	)....Applicant
V/s.	
Essar Project (India) Limited	)....Respondent

Mr.Siddharth P.Ashok for applicant.	
None for respondent.	

CORAM : K.R.SHRIRAM,J
DATE : 3.11.2017

P.C.:-

1 This application is filed under section 11 of the Arbitration and Conciliation Act 1996 for appointment of arbitrator to adjudicate the disputes and differences arising out of work order dated 27.8.2011. Clause-22 of the work order reads as under :-

"22 Arbitration :

Any dispute arising during the execution of the contract between the parties shall be settled mutually by the parties to the extent possible. In the event that the dispute cannot be settled amicably, then the dispute shall be referred to a Tribunal of 3 (three) Arbitrators comprising of two Arbitrators, one to be nominated by each party and the third Arbitrator to be nominated by the two Arbitrators. The place of Arbitration shall be Mumbai."

2 It is the case of the applicant that respondent has not paid for the services provided by the applicant for the period November-2012, December-2012 and January-2013 totaling to Rs.6,17,691/-

together with interest.

3 The notice invoking the arbitration was sent vide letter dated 15.12.2015 to which respondent has not even replied. Petitioner has also filed affidavit of service of one Uttam B.Sable affirmed on 5.10.2016 confirming service of the application upon respondent at three different addresses. The service has been effected in July-2016. Respondent has neither entered appearance nor filed any affidavit in reply opposing the application. Therefore, the averments in the application are uncontroverted.

4 Application accordingly allowed in terms of prayer clause-(a).

5 Ms.Suvarna Joshi, an advocate practicing in this court having her address at Room No.26, 2nd floor, Building No.32, Raja Bahadur Mansion, Near Bombay Stock Exchange, Ambalal Doshi Marg, Fort, Mumbai-400 001, Mobile No.9820553576, is appointed as arbitrator to adjudicate on disputes/differences relating to, in connection with and with reference to work order/agreement dated 27.8.2011. The fees, administrative expenses, typing charges, photo copying charges, shall be shared equally between the parties and the same will be cost in the arbitral proceedings. The arbitrator, within

two weeks of receiving a communication from the advocate for petitioner forwarding a copy of this order shall communicate to petitioner as well as respondent the disclosure as required under Section 11(8) read with section 12(1) of the Arbitration & Conciliation Act 1996.

6 Petitioner to also forward a copy of this order to respondent.

7 Application accordingly disposed.

(K.R.SHRIRAM,J)