

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

ARBITRATION APPLICATION NO.292 OF 2016

M/s.Q-Railing India Private Limited)....Applicant
V/s.

M/s.Trans Tech Turnkey Pvt. Ltd.)....Respondent

Mr.Deryck Almeida for applicant.
None for respondent.

**CORAM : K.R.SHRIRAM,J
DATE : 16.11.2017**

P.C.:-

1 At the outset Mr.Almeida for applicant seeks leave to convert this application under Section 11 as a petition lodged on the appellate side of this court. Leave granted. Registry to make a note of the same and do the needful within 2 weeks.

2 The respondent had placed various purchase orders upon the applicant for supply and installation of SS and Glass Hand Rail System. Copy of one such purchase order dated 4.3.2013 is at Exh.A to the petition. Clause-7 of the terms and conditions reads as under :-

“All disputes arising out of this contract shall be subjected to Pune Jurisdiction only and a common arbitrator can be appointed to settle the disputes if any”.

I am inclined to accept this as a valid arbitration clause. Petitioner has accepted this purchase order, supplied materials and raised invoices. It is petitioner's case that some amounts under the invoices are still outstanding. It appears even notice invoking arbitration has not been replied to.

3 The applicant has filed an affidavit of one Nityanand S.Manjrekar affirmed on 6.1.2017 stating that when an attempt to serve respondent by hand delivery was made, it was refused. The packet that was sent by the advocate by speed post has been received and the acknowledgment card is annexed to the affidavit of service. Therefore, respondent has been served.

4 Mr.Almeida states that there are some typographical errors in the affidavit of service and undertakes to file fresh affidavit within one week from today. Undertaking accepted.

5 Respondent though served, is not present. Respondent has neither entered appearance nor filed any affidavit opposing this application.

6 In the circumstances, application is allowed in terms of

prayer clause-(a).

7 In the circumstances, following order is passed :-

- (a) Shri P.M.Dhakephalkar having his office at 6, Pooja Apartments, Pandurang Colony, Erandawane, Pune-411 038, Tel. No.020-5455045, is appointed as sole arbitrator to arbitrate on disputes/differences arising out of purchase orders for supply and installation of SS and Glass Hand Rail System ;
- (b) The fees, administrative expenses, typing charges and venue charges shall be shared equally between the parties and the same will be cost in the arbitral proceeding ;
- (c) Within 3 weeks of receiving a copy of this order either from the advocates for petitioner or for respondents, the learned Arbitrator shall file with the parties, disclosure in writing as required under Section 11(8) read with section 12(1) of Arbitration and Conciliation Act 1996;
- (d) Application accordingly disposed ;
- (e) Copy of this order be served upon respondent.

(K.R.SHRIRAM,J)