

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

COMMERCIAL ARBITRATION APPLICATION NO.73 OF 2016

RCI Cash Management Services Pvt. Ltd.Applicant

Vs.

Electronic Payment and Services (P) Ltd.Respondent

Mr. Prashant P. Chawan a/w. Mr. Ravindra R. Chile for applicant.

Mr. Sharan Jagtiani a/w. Mr. Ashwin Thool, Ms. Shilpa Nair and Ms. Sonal Mashankar i/b. Trilegal for respondent.

CORAM : K.R.SHRIRAM, J.

DATE : 2nd NOVEMBER, 2017

PC.:

1 By consent, Mr. Naushad Engineer, an Advocate practicing in this Court, is appointed as Sole Arbitrator to arbitrate on all disputes and differences arising out of or in connection with or relating to the Master Service Agreement dated 20th March, 2013, copy whereof is annexed to the petition.

2 The fees of the Arbitrator, administrative expenses, typing charges and venue charges to be shared equally between the parties, i.e., 50% by petitioner and 50% by respondent and the same shall be subject to cost in the arbitral proceedings.

3 Mr. Jagtiani, on instructions states that respondent will not raise the issue of arbitrability or the correctness of the service invoking or regarding the invocation of arbitration. All other rights and contentions of the parties are kept open.

4 The Arbitrator within three weeks from today shall address a communication to the Advocate for applicant and Advocates for respondent as required under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996.

5 Liberty to apply.

6 It is further clarified that this reference to arbitration shall be without prejudice to the rights and contentions of both the parties in the criminal proceedings and investigations that are pending, initiated at the instance of respondent. By referring this matter to arbitration by virtue of Clause 20 of the Master Service Agreement, this Court clarifies that this Court has considered only the said Clause and not any other issue pending between the parties.

7 Application accordingly stands disposed.

(K.R. SHRIRAM, J.)