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

COMMERCIAL ARBITRATION APPLICATION NO.43 OF 2018

EPRS Prepaid Recharge Services India Pvt. Ltd.	...Applicant
V/s.	
ICICI Bank Limited	...Respondent

Mr.Aniket Kharote with Ms.Soniya Putta I/b M/s.Solomon & Co. for the Applicant.

Dr.Birendra Saraf with Mr.Mayur Bhojwani I/b M.K. Ambalal & Co. Mr.for the Respondent.

CORAM : R.D. DHANUKA, J.
DATE : 15TH OCTOBER, 2018.

P.C. :-

1. By this petition filed under section 11(6) of the Arbitration & Conciliation Act, 1996, the applicant seeks appointment of an arbitrator by invoking clause 9 of the Draft Business Correspondent Agreement which is admittedly not executed between the parties.
2. It is the case of the applicant that the said Draft Business Correspondent Agreement was not signed but the same was acted upon.
3. A perusal of the letter of appointment annexed at page 21 of the application indicates that the applicant was appointed as National Business Correspondent with immediate effect. Admittedly

the Business Correspondent Agreement was not executed. Learned counsel for the applicant is unable to show any evidence even at this stage to demonstrate that the said Draft Business Correspondent Agreement containing the arbitration clause has been acted upon.

4. In my view thus no arbitration agreement exists between the parties. The Commercial Arbitration Application No.43 of 2018 is accordingly rejected. It is made clear that this Court has not expressed any views on the merit of the matter. All the contentions on merits are kept open.

Vasant
Anandrao
Idhol

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Vasant Anandrao Idhol
Date: 2018.10.17
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(R.D. DHANUKA, J.)