

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

ARBITRATION APPLICATION NO.194 OF 2017

Hairport Services LLP and Ors.

....Applicants

Vs.

F Salon India LLP

....Respondent

Ms. Shubhra Swami I/b. Lex Legal and Partners for applicants.

None for respondent.

CORAM : K.R.SHRIRAM, J.

DATE : 2nd NOVEMBER 2018

P.C.:

1 This application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act).

2 Applicant no.1 and respondent had entered into an agreement dated 23rd March 2016 called Limited Liability Partnership Agreement. Under this agreement, applicant, which is a leading provider of salon and wellness services, agreed to lease applicant's business know-how to respondent. The terms and conditions are reflected in the Agreement dated 23rd March 2016. Disputes arose between the parties. It is stated in the application that attempts were made by applicants to settle and resolve the disputes amicably with respondent. As it did not materialize, applicant through its advocate's letter dated 14th July 2017, invoked arbitration in which at paragraph 15 it is also recorded that several calls and meetings took place between the parties and some time in May 2016 respondent agreed to return the amounts payable to applicant. To this notice invoking

arbitration, there is no reply from respondent.

3 The arbitration clause, which is clause no.27 to the said agreement, reads as under :

27. ARBITRATION

All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter or between Partner and LLP whatsoever touching the affairs of the LLP or the interpretation of this Agreement shall be referred to a single arbitrator, if the parties agree upon one otherwise to two or more arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The partners agree that the decision shall be the sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counter-claims presented to the arbitrators. If a decision is not complied with by a partner, then any award or decision may be entered in a court of competent jurisdiction for a judicial recognition of the decision and an order of enforcement.

4 Application has been served upon respondent to which there is no reply. Nobody has entered appearance either. On 24th August 2018 the Court recorded that applicants' advocates state that respondent is trying to evade service and therefore, the local police station was directed to assist applicant's advocates in serving a copy of the said order and also directed one Mr. Malik Kashif Khan, partner of respondent, to remain present in Court on 31st August 2018 at 3.00 p.m. Application did not get listed thereafter and on 30th October 2018 it was listed and stood over to 1st November 2018 and on 1st November 2018, it was stood over to today.

5 Ms. Swami tenders an affidavit of one Shridhar H. Shivane affirmed on 1st November 2018 confirming service of the order dated 24th August 2018 and also informing respondent that the application will be listed on 1st November 2018. Despite that, nobody has entered appearance for respondent or is present in Court for respondent or any affidavit in reply opposing the application is filed. Therefore, none of the averments in the application are controverted. I am also satisfied that there is an arbitration agreement as reflected in clause 27 of the agreement. Despite notice invoking arbitration, respondent has not responded.

6 Therefore, Mr. Prathamesh Kamat, an Advocate, having his office at Chambers of Mr. Rahul Narichania, senior advocate, 110, Yusuf Buildig, 1st Floor, M.G. Road, Fort, Mumbai 400 001 (mobile no.9833190164, email ID – prathameshmkamat@gmail.com), is appointed as Sole Arbitrator to arbitrate on all disputes and differences, including counter claim, if any, arising out of or in connection with or relating to Limited Liability Partnership Agreement dated 23rd March 2016. All rights and contentions of the parties are kept open, except the question of jurisdiction of the arbitrator.

7 The fees to be fixed by the Arbitrator, administrative expenses, typing charges and venue charges to be shared equally between the parties, i.e., 50% by applicants and 50% by respondent and the same shall be

subject to cost in the arbitral proceedings.

8 The Arbitrator to communicate in writing to the Advocate for applicant with copy to respondent the disclosures as required under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 within 15 days of receiving a copy of this order from any of the party.

9 Liberty to apply.

10 Application accordingly stands disposed.

(K.R. SHRIRAM, J.)