

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 344 OF 2018**

Jyothy Fabricare Services Ltd (Formerly known as
Akash Cleaners Pvt Ltd) ...Applicant
Versus
Vandana Srivastava ...Respondent

**WITH
ARBITRATION APPLICATION NO. 346 OF 2018**

Jyothy Fabricare Services Ltd (Formerly known as
Akash Cleaners Pvt Ltd) ...Applicant
Versus
Vandana Srivastava ...Respondent

Mr Vishal S Shriyan, for the Applicant.

**CORAM: G. S. Patel, J.
DATED: 5th November 2019**

PC:-

ARBITRATION APPLICATION NO. 344 OF 2018:

1. There is an Affidavit of Service. The application under Section 11 of the Arbitration and Conciliation Act 1996 seeks appointment of an Arbitrator invoking clause 57 of an agreement allegedly dated 1st July 2012. Although that agreement is on a Rs.

100/- stamp paper, Mr Shriyan in fairness points out that it has not been signed by either of the parties. There is no reference to it in any of the correspondence. It is not possible, therefore, to conclude that there is a complete or concluded Arbitration Agreement within the meaning of Section 7 of the Arbitration and Conciliation Act 1996.

2. The Arbitration Application is dismissed.

3. It is clarified, however, that the civil remedies of the Applicant are kept open. I have not adjudicated the case on merits. All contentions are kept at large. Any proceeding that the Applicant seeks to bring will necessarily have to be in a Court of competent jurisdiction and subject to all other considerations, including limitation.

ARBITRATION APPLICATION NO. 346 OF 2018:

4. The contract between the parties is dated 7th July 2013. A copy is at Exhibit “A” to the Application under Section 11 of the Arbitration and Conciliation Act 1996. The Applicant was earlier known as Akash Cleaners Pvt Ltd. It had a contract with the Railways in regard to on-board linen and had entered into a contract with the Respondent, Shree Ganesh Enterprises for processing the laundry and dry cleaning. The quantities to be processed were not fixed at any given time. The agreement itself is on a Rs. 100/- stamp paper. Although a unit rate may have been specified there is no aggregate contract value and could not have been. This agreement is

admittedly signed by both parties. The jurisdiction is in Mumbai. Disputes have arisen in regard to claims under the contract.

5. The Applicants invoked arbitration some time ago by their letter of 12th March 2018 (Exhibit “G”) and nominated to Mr Sandesh Shukla, Counsel of this Court as the Sole Arbitrator. There is no response to this notice.

6. The Respondents are absent though served.

7. In my view, there is no impediment to making an order under Section 11. The Petition is made absolute in terms of prayer clause (a).

8. Mr Sandesh Shukla is appointed a Sole Arbitrator. A copy of this order will be forwarded to him by the Advocate for the Applicant within one week from the date it is uploaded.

9. At least 10 days before he enters upon the reference, the learned Sole Arbitrator will forward his statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Prothonotary and Senior Master of this Court, referencing this arbitration application. That statement will be retained on the file of this application. Copies will be given to both sides.

10. Liberty to the Applicant to apply to the learned Sole Arbitrator for interim reliefs under Section 17. All contentions are kept open.

11. Both the Applications are disposed of in these terms. There will be no order as to costs.

(G. S. PATEL, J)