

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 386 OF 2019**

Siemens Financial Services Pvt Ltd	...Applicant
<i>Versus</i>	
Kings Hospitals through its sole Prop Dr Magimairaj & Anr	...Respondents

Mr Shabad Khan, *i/b India LawLLP, for the Applicant.*

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

PC:-

1. There is an Affidavit proving service on both Respondents. The application is under Section 11 of the Arbitration and Conciliation Act 1996. The 1st Respondent is a borrower under a finance agreement dated 30th April 2016. The 2nd Respondent is a guarantor under a deed of guarantee of the same date. Both of these documents demonstrably contain an arbitration clause as also a jurisdictional clause. The place of arbitration is specified as Mumbai and this is also the jurisdictional clause. Both documents were executed in Mumbai.

2. The Respondents are absent though served.

3. The Applicants have served notice to both the Respondents invoking arbitration by their notice dated 30th March 2019, a copy of which is at Exhibit 'G'.
4. In these circumstances, there is no impediment to the appointment of arbitration.
5. The Arbitration Application is made absolute in terms of prayer clause (a).
6. Mr JP Avasia, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator.
7. A copy of this order will be communicated to him by the Advocates for the Applicant within one week from today of the order being uploaded.
8. 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.
9. All contentions are left open.
10. Liberty to the parties to make an appropriate application if thought necessary under Section 17 of the Act.

11. The Arbitration Application is disposed of in these terms.
There will be no order as to costs.

(G. S. PATEL, J)