

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 307 OF 2016

M/s. Saikrupa Associate

... Applicant

Versus

Wind World India Pvt.Ltd.

... Respondent

Mr.Satyajeet Dighe for the Applicant.

None for the Respondent.

CORAM : S.J. KATHAWALLA, JJ.

DATE : 7TH OCTOBER, 2019

P.C.:

1. The Applicant has filed the above Arbitration Application against the Respondent under Section 11 of the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2015 (**the Act**) for appointment of a sole arbitrator to resolve the disputes that have arisen between the parties under the Purchase Order dated 13th January, 2012 read with amended Purchase Order dated 27th February, 2012 (**Purchase Orders**).

2. Clause 12 of Purchase Orders pertains to arbitration and is reproduced hereunder :

“12. ARBITRATION :

All disputes arising in connection with this contract shall be settled amicably by mutual consultation failing which shall be settled in accordance with the provision of Indian Arbitration Act, 1996 or any

amendment thereof. ”

3. Since disputes arose between the parties, the Applicant vide its letter dated 27th June, 2016 invoked the arbitration agreement. However, despite having received the letter dated 27th June, 2016, the Respondent failed and neglected to respond to the same. The Applicant was therefore constrained to file the above Arbitration Application seeking appointment of the sole Arbitrator in the matter. A copy of the above Arbitration Application is duly served on the Respondent and the Affidavit proving service dated 1st October, 2019 is on record. Despite service, none appear for the Respondent. The Respondent has not agreed to the name proposed by the Applicant and has also not suggested the name of any other person to act as sole Arbitrator or their nominee in the matter. The Respondent has failed to file an Affidavit in Reply opposing the Arbitration Application. It is therefore clear that despite an Agreement, the Respondent has failed to appoint an Arbitrator to resolve their disputes. Hence, the following Order :

- i. Mr.Sriniwas Bobde, Advocate is appointed as the sole Arbitrator to decide the disputes between the parties arising out of Purchase Order dated 13th January, 2012 read with amended Purchase Order dated 27th February, 2012.
- ii. Mr.Sriniwas Bobde, Advocate shall file his disclosure under Section 11 (8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996 with the office of the Prothonotary and Senior Master within a period of two weeks from today.

- iii. The venue of the arbitration shall be at Mumbai.
 - iv. The parties and / or their Advocates shall appear before the learned Arbitrator in his chambers on 4th November, 2019 at 5.00 p.m. and obtain necessary directions.
 - v. All contentions of the parties are kept open.
 - vi. The fees payable to the Arbitral Tribunal shall be as prescribed under the Bombay High Court (Fees Payable to Arbitrators) Rules, 2018.
 - vii. The cost of arbitration shall initially be borne by the parties equally.
4. The Advocate for the Applicant shall forward a copy of this order to Mr.Sriniwas Bobde, Advocate. A copy of this Order shall also be forwarded to the Respondent by Speed Post AD and / or by hand delivery at their last known address.
5. The above Arbitration Application is accordingly disposed off.

(S.J.KATHAWALLA, J.)