

HON'BLE SRI JUSTICE A. RAJASHEKER REDDY

ARBITRATION APPLICATION No.27 of 2018

ORDER :

This Arbitration Application under Section 11 (5) of the Arbitration and Conciliation Act, 1996 (for brevity "the Act") is filed by the applicant seeking appointment of an Arbitrator for resolution of the disputes between the applicant and the respondents arising out of the unregistered partnership deed dated 04-02-1995 and reconstitution deed dated 01-04-2008.

It is the case of the applicant that when disputes arose between her and the respondents, the applicant issued notice dated 04-12-2017 claiming Rs.46,92,788/- as well as invoking arbitration clause in the deeds stated supra. The respondents have replied to the same on 10-01-2018 disputing the claims of the applicant and they have not agreed for the name suggested by the applicant for appointing as arbitrator. As such, the present application is filed.

During the pendency of Arbitration Application, as the applicant died her legal representative was brought on record.

Counter affidavit is filed by respondent No.3 disputing the claims of the applicant and not agreeing for choice of the Arbitrator made by the applicant.

Heard learned counsel for the applicant.

Reply notice dated 10-01-2018 issued in pursuance of legal notice dated 04-12-2017 regarding appointment of

Arbitrator goes to show that respondents are not agreeable for the name of Arbitrator to be appointed and states that they will indicate their name of choice, but learned counsel for the applicant says that respondents have not suggested the name of arbitrator subsequently.

It is to be seen that clause No.15 of partnership deed dated 04-02-1995 provides arbitration clause, which reads as under:

“ Any dispute among the partners shall be resolved by Arbitration as per the provisions of law on Arbitration.”

Clause No.15 of Reconstitution Deed dated 01-04-2008 also provides for arbitration clause, which reads as under:

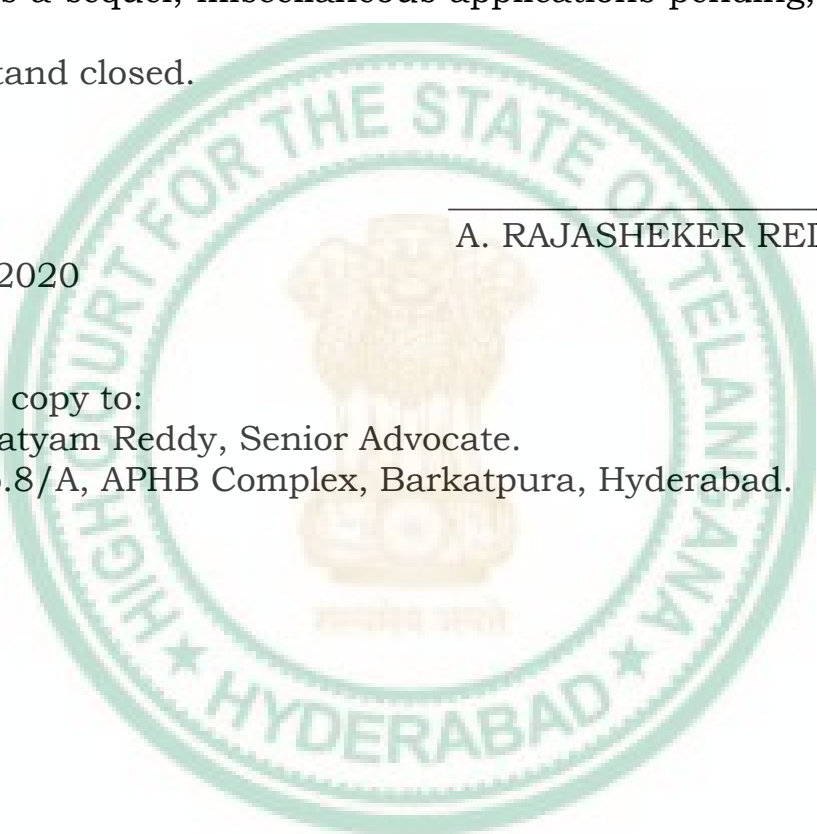
“ In the event of any dispute between the partners either during or after the partnership Concerning the deeds or any other terms and it shall be decided by reference to an Arbitrator or arbitrators.”

In pursuance of the same, the applicant has also issued legal notice by invoking the arbitration clauses and the respondents also replied to the same that they will suggest name of arbitrator subsequently, but they failed to do the same.

In view of the same, this arbitration application needs to be allowed, this Arbitration Application is allowed appointing Sri S.Satyam Reddy, Senior Advocate, as the sole Arbitrator for resolution of dispute(s) between the applicant and respondent, arising out of unregistered partnership deed

dated 04-02-1995 and reconstitution deed dated 01-04-2008 in accordance with the provisions and mandate of the Act of 1996. The learned Arbitrator shall be entitled to fees as per the rates specified in the Fourth Schedule to the Act of 1996, inserted by Act 3 of 2016 with effect from 23-10-2015, which shall be borne by both parties in equal measure. No order as to costs.

As a sequel, miscellaneous applications pending, if any, shall stand closed.

A. RAJASHEKER REDDY, J

07-01-2020

Note:

Mark a copy to:

Sri S.Satyam Reddy, Senior Advocate.

Flat No.8/A, APHB Complex, Barkatpura, Hyderabad.

B/o.

Nvl

HON'BLE SRI JUSTICE A. RAJASHEKER REDDY

ARBITRATION APPLICATION No.84 of 2019



02-01-2020

Nvl