

THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

ARBITRATION APPLICATION No. 149 OF 2013

ORDER :

This application is filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 (*for short 'the Act'*) read with Scheme for Appointment of Arbitrator to resolve the disputes between the Applicant and the Respondents arising out of the Training-cum-Service Agreement dt.04.05.2009 entered into between the Applicant and the Respondents.

It is the case of the Applicant-Company that it has entered into Training-cum-Service Agreement with the respondents on 04.05.2009; and that as disputes arose out of the said agreement between the parties, the Applicant issued notice dated 12.06.2013 to the respondents, but, no reply is given by the respondents to the said notice. As such, the Applicant filed the present application.

Learned Counsel for the Applicant submits that though notices were taken on the respondents to the addresses given by them in the Training-cum-Service Agreement, no counter is filed by respondents 2 and 3. The notice sent to respondent No.1 is returned with an endorsement 'Addressee left'. As such, notices are deemed to be served on the respondents.

It is to be seen that the Training-cum-Service Agreement dt.04.05.2009 provides arbitration clause at clause No.18 which reads as follows;

“18. In the event of any dispute (including any Industrial Dispute) or difference which may arise between the parties or their representatives with regard to the construction, meaning and effect of this deed or any part thereof or their respective rights and liabilities thereunder, the same shall be referred to the sole arbitration of an arbitrator to be nominated and whose award shall be final and binding on the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall govern the Arbitration Proceedings.”

The Applicant has invoked the aforesaid clause by issuing notice dt.12.06.2013 to the respondents. It is asserted by the learned counsel for the Applicant that there is no reply from the respondents to the said notice. The assertions made by the Applicant are not disputed by the respondents by filing counter affidavit.

As there is existence of Arbitration Clause in the agreement and the same is invoked by the Applicant by issuing notices, this application needs to be allowed.

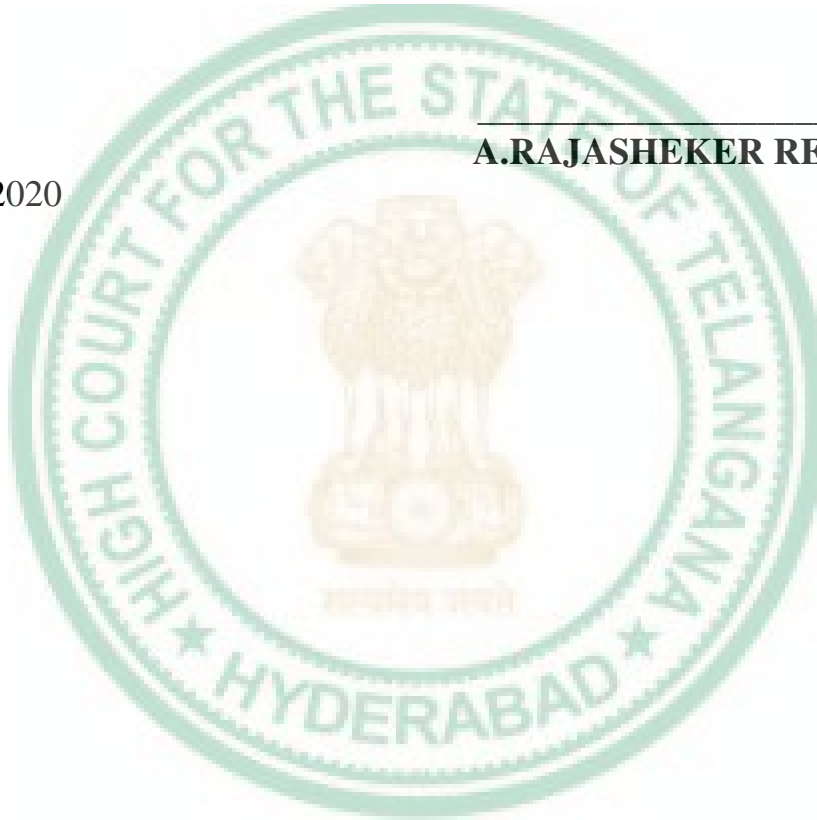
Accordingly, the Arbitration Application is allowed appointing Sri N.Praveen Reddy, Advocate as the sole Arbitrator for resolution of dispute(s) between the applicant and respondents, arising out of the Training-cum-Service Agreement dt.04.05.2009 entered into between the Applicant and the Respondents 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 thereto, miscellaneous petitions, if any pending in the writ petition, shall stand closed.

09-01-2020
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A.RAJASHEKER REDDY, J



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