

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 856 OF 2018
WITH
NOTICE OF MOTION NO.1936 OF 2018**

Sharekhan Ltd.

....Petitioner

V/s.

Umesh Chandra Dash

....Respondent

Mr. Deepak Sharma for Petitioner;
None for Respondent.

**CORAM : K.R.SHRIRAM, J.
DATED : 22nd FEBRUARY 2021**

P.C. :

1 This petition challenges the impugned award dated 23rd January 2018 passed by the Appellate Arbitral Tribunal Constituted under the Bye-laws, Rules and Regulations of the National Stock Exchange of India Ltd. Appellate Tribunal has upheld the award of the earlier panel awarding Rs.6,00,000/-, to compensate respondent for charging excess brokerage.

2 It was respondent's claim that petitioner had charged Rs.9,77,437/- as excess brokerage due to non renewal of AMC. It is true that respondent has not renewed AMC but for renewal of AMC the terms and conditions of the agreement between respondent and the trading member provided that all communications should be sent through email. Admittedly, petitioner did not send an email but only claims to have sent SMS to intimate about renewal of AMC against the contract that was signed in that regard.

Arbitral Tribunal concluded that only sending an SMS was in breach of the agreement. Arbitral Tribunal also has opined that only requirement for renewal of AMC was availability of credit balance of Rs.6,000/- in respondent's account and respondent has been all along carrying out substantial trades thereby generating substantial revenue for the member. Therefore, if petitioner had only sent an email to respondent intimating about renewal of AMC, and also informed respondent that either he deposits Rs.6000/- for renewal of AMC or the consequences of non renewal would run into lakhs of rupees, certainly, respondent would have renewed AMC. Therefore, Appellate Tribunal accepted the reasoning given by the Arbitral Tribunal. Against the claim of Rs.9,77,437/- which included interest @ 18% p.a., Arbitral Tribunal awarded Rs.6,00,000/- to respondent, which has been upheld by the Appellate Tribunal.

3 In my view, this cannot certainly be included under the provisions of Section 34(2)(b)(ii) of Arbitration and Conciliation Act 1996. I cannot accept that the Arbitral Award, which is impugned, is in conflict with the public policy of India.

4 Petition accordingly stands dismissed.

5 In view of the dismissal of the petition, notice of motion does not survive and accordingly stands dismissed.

(K.R. SHRIRAM, J.)