



O.A.No.72 of 2024

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C.SARAVANAN, J.

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The applicant has entered an agreement with the first respondent on 08.10.2021 which contemplates a Clause for resolution of dispute through Arbitration. Relevant Clause reads as under:-

“6.Contract Dispute Resolution, Alteration and Termination:

A.Any dispute arising from the execution of this contract shall be settled by both parties through mutual understanding and negotiation as far as possible. If the dispute is not resolved after continuous efforts then both parties may go to China International Economic and Trade arbitration commission/International court for arbitration.

B.This contract may be changed or terminated after mutual agreement between the parties; if it is an irresistible natural disaster, Man made conditions such as war, India and China trade relation effecting supplies or any other condition which is out of control of buyer and supplier.

C.If the supplier fails to deliver the goods on time due to the production accident, the supplier may change the delivery schedule with mutual understanding and accordingly the LC period will be extended. Any charges for extension of LC will be borne by supplier.

D.In any case if supplier has failed to supply the contract equipments, the advance deposited will be refunded by supplier to buyer.”

2. Notice on the first respondent has been served. Pursuant to notice ordered on the respondents. However, the first respondent has not come forward to either enter appearance by filing a vakalat or a counter to oppose



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5. This Original Application stands disposed of with the above liberty and observations.

19.03.2024

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