
(2013) 03 GUJ CK 0065

In the Gujarat High Court

Case No : Petn. Under Arbitration Act No. 94 of 2012

Netafim Irrigation India Pvt. Ltd.

APPELLANT

Vs

Associated Farm Consultants

RESPONDENT

Date of Decision : 01-03-2013

Acts Referred:

Citation : (2013) 03 GUJ CK 0065

Hon'ble Judges : Akil Abdul Hamid Kureshi, J

Bench : Single Bench

Judgement

Akil Kureshi, J.—The petitioner seeks appointment of an arbitrator for resolving the disputes arising out of an agreement dated 19.7.2006. In response to the notice issued by this Court though duly served, no one appeared for the respondent. I have therefore, heard learned counsel for the petitioner. The petitioner and respondent entered into an agreement dated 19.7.2006 under which the petitioner agreed to supply micro irrigation systems to the respondents on certain terms and conditions. Clause (24) of the said agreement pertained to arbitration and reads as under:

24. All disputes and differences and questions whatsoever which shall, either during the said term or otherwise, arise between the Parties touching these presents or things herein contained or any account or assets, duties or liabilities to be made hereunder or as to any act, deed or commission or omission of any part or as to any other matter in any way relating to the matter herein contained or the rights, duties or liabilities of any party to these presents shall be referred to the Arbitration in accordance with and subject to the Arbitration and Conciliation Act, 1996 or the statutory modification or substitution thereof, for the time being in force, Venue of such arbitration shall always be at Vadodara and only the Courts in Vadodara shall have jurisdiction to entertain and try any suit or legal proceedings arising out of this Agreement.

2. It is the case of the petitioner that despite the petitioner having discharged his obligation under such agreement dated 19.7.2006, the respondent did not make

full payment and the petitioner therefore had to recover unpaid dues of Rs. 5,57,596.70. The petitioner therefore, through his advocate issued a legal notice dated 8.2.2012 calling upon the respondent to make the payment within seven days of receipt of notice.

3. On 17.4.2012, the petitioner therefore, issued yet another notice to the respondent reiterating the demand for the unpaid dues, failing which, the petitioner would resort to arbitration. Even this notice was not replied. The present arbitration petition was therefore, filed in which also as noted, the respondent has not appeared.

4. In view of the arbitration clause contained in the agreement between the parties, I am of the opinion that there is a need to appoint a suitable person as a sole arbitrator. Considering the nature of the claim, I accept the request of the petitioner to appoint Shri Jayesh S. Nalierwala, retired District and Sessions Judge residing at A/270, Mathuranagri, Old Padra road, Vadodara to act as a sole arbitrator. Directed accordingly. I am informed that learned Judge has agreed to accept such responsibility. Disposed of accordingly.