

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

ARBITRATION PETITION NO. 20 OF 2009

ARIHANT COAL SALES (I) PVT. LTD.

Petitioner(s)

VERSUS

ETA STAAR INTERNATIONAL LLC

Respondent(s)

Date: 08/12/2011 This Petition was called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE SURINDER SINGH NIJJAR

For Petitioner(s) Mr. Prashant Kumar, Adv.
Mr. Anurag Sharma, Adv.
Mr. Ishit Sahana, Adv.
M/s. AP& J Chambers

For Respondent(s) Mr. P.V.Dinesh, Adv.

O R D E R

The arbitration clause in Article 15 of the Agreement dated 25.12.2006 executed between the parties is as under:

"In the event of any question or dispute arising under or out of or relating to the construction, meaning and operation or effect of this contract or breach thereof, the matter in dispute shall be referred to two arbitrators, one to be nominated by Seller and the other by Buyer and in case of the said arbitrators not agreeing then to an umpire

already appointed by the arbitrators, in writing, before proceeding on the reference. The decision of the arbitrators or the said umpire in the event of their not agreeing, shall be final and binding on the parties to the contract. The provisions of the International Chamber of Commerce and the

rules made there under shall apply.

The arbitrator or the umpire, as in the case may be, shall be entitled with the consent of the parties to enlarge the time from time to time, for making the award. The arbitrators/umpires shall give a reasonable award, which shall be final and conclusive on both parties. The share of cost of arbitration shall be decided by mutual discussion and such arbitration shall be performed in Singapore."

In view of the judgment of this Court rendered in

Standard Corrosion Controls Private Limited Vs. Sarku

engineering Services SDN BHD 2009 (1) SCC 303, this

petition is not maintainable. Since the parties have

agreed that any dispute between the parties shall be

settled as far as possible by mutual consultation and

consent, failing which, arbitration shall be held at

Singapore applying the International Chamber of Commerce

Rules. The petitioner can not approach this Court for

appointment of an Arbitrator. Since the arbitration is

to be held at Singapore, either of the parties have the

opportunity to approach the International Chamber of

Commerce for initiation of arbitration proceedings in accordance with ICC Rules.

contd...3/-

With the aforesaid observations, the arbitration petition is disposed of.

.....J.
(SURINDER SINGH NIJJAR)