

completed 100% and they were carrying out Soil Sampling using drop core which was completed to the extent of 53.8%. The petitioner raised Invoice No. INV-MAR-08-02/03/409 dated 15th July, 2008 in the sum of USD 565614.98 for the work done and thereafter vide letter dated 24th July, 2008 reminded the respondent for payment but there was no response from the respondent. Subsequently, a legal notice was sent to the respondent on 14.2.2009 calling upon the respondent to make the payment of the aforesaid amount together with interest at the rate of 12% per annum from the date of each invoice till the date of payment.

6. In spite of the legal notice dated 14.2.2009, no payment was received by the petitioner. Hence the petitioner issued legal notice dated 8.12.2010 invoking the arbitration clause. The petitioner also proposed to appoint one Mr. Pawan Aggarwal as the Arbitrator. The respondent, however, failed and neglected to confirm the appointment of the aforesaid Arbitrator. In fact, no reply to the aforesaid legal notice has been received by the petitioner. Therefore, the petitioner moved an Arbitration Petition No.118 of 2011 in the High Court of Judicature at Bombay seeking appointment of an arbitrator. When the aforesaid petition came up for hearing before the High Court on 5.8.2011, the High Court permitted the petitioner to withdraw the arbitration petition as the petitioner would have to move this Court under Section 11(5) of the Arbitration and Conciliation Act, 1996. It was in these circumstances that the present arbitration petition has been filed before this Court.

7. The Office Report indicates that the service of notice in this matter is complete. However, in spite of the notice having been served, none appears on behalf of the respondent. The averments made in the petition have remained un-controverted.

8. In view of the above, this petition deserves to be allowed and accordingly the arbitration petition is allowed. I hereby appoint Mr. Justice Arvind V. Savant, former Chief Justice of the Kerala High Court, (residing at A/20, Marble Arch-A, 9, Prithvi Raj Road, New Delhi-110011) as the sole Arbitrator.

9. The learned arbitrator shall be at liberty to fix his own remuneration and any other terms and conditions for the arbitration as deemed fit and proper, at his sole discretion. The seat of the arbitration shall be in Mumbai.

10. Let a copy of this order be communicated to the learned Arbitrator so that he may enter upon reference as expeditiously as possible.

.....J
(SURINDER SINGH NIJJAR)

New Delhi;
September 7, 2012.

ITEM NO.401

COURT NO.12

SECTION XVIA

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. 25 OF 2011

M/S.FUGRO SURVEY (INDIA) PVT.LTD.

Petitioner(s)

VERSUS

RAMUNIA INTERNATIONAL SERVICES LTD.

Respondent(s)

(With appln(s) for exemption from filing original/certified
copy of the agreement)

Date: 07/09/2012 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURINDER SINGH NIJJAR

For Petitioner(s) Mr. Rajeev K. Panday,Adv.
Mr. Anurag Singh,Adv.
Mr. Sushil K. Tekriwal,Adv.
For Mr. Anil Kumar Mishra,Adv.

For Respondent(s)

UPON hearing counsel the Court made the following
O R D E R

Hon. Mr. Justice Arvind Savant, former Chief Justice of
Kerala High Court is appointed as the sole arbitrator and the
arbitration petition is allowed in terms of the signed order.

(A.S. BISHT)
COURT MASTER

(INDU BALA KAPUR)
COURT MASTER

(Signed order is placed on the file)