

Karnataka High Court

M/S Optima Technologies vs M/S Pragathi Value Added People ... on 9 April, 2009

Author: P.D.Dinakaran(Cj) & V.G.Sabhahit

IN THE HIGH COURT OF ' KARNATAKA, BANG£3.LQ\_ \$?:Evv'4

DATED TI-Iis THE 9TH DAY 0? APRIL\_2:{3{\$9: ~

PRESENT;

THE I--~i{)N'BLE MR. RD. 13:NA:<mfeA;2r\$T,%~ C:~i1f«:\_1%"

A:\$r\$~--.A.\_ M A

THE I+£QN'BLE MR.JUSTfCE.V..\$}.SAB¥'L4X,H1;I'

WRIT APPEAL No: \_T:s55j?2ods1VA'(GM ~.--- RES)

M/s.Optima

No.44 (Did Nc.45.{3'f.A),"\*- J r

23¢: Floor,

'1{'unneiR;3ad, hiEV1ufug6f.shpai\$ga, ' ~

Bangalore':¢17,' ~ \_ .

Rep. By its'puro;:zi6t.9r....V'~. ~ .. Appellant

(By sm1;,A:r;b:1%a S, Aév. ébééqent)

Added f's::i~c3;)Ie-- Fl' -:€x}T}3loyabiIity

""""530Iutions Pvt.\_fs:d., A130 called as

Reliance ..Services Ltd.,

" ~ --. i\*3a,e}%>. nBLy its Mangers,

c R...{}}<miLHéouse, 'B' Block,

I35 F.l;6o:\*,s'8th Miic:-2,

V' flfissarghatta Cross,

' \_fS3'\_ "é:¥.wé--; Tumktrlr Road,

Bangalore. ..Respon<3€nt

This WA. is filed under Section 4 of the

High Court Act, 1961, praying to Se: asirie {he"'ortie:f\_' dated

3.10.2008 in W.P.Ne.12161/2008 passed by:"'t1:e\_:'\$eémfi'e6t'»

Single Judge.

This WA coming up for "

Court this day, SABHAHIT J., passeC¥V\_'tileA'fc311e'e\$;lg: «. '

AX

This appfial 33 \_p6fit;0ner in

W.P.No. 12161/2008 beizigt order dated  
3.10.2008, whgefeifiwtiie has declined to  
interfere Witlfi" ' the Permanent Lek  
Afialath, anti dismissed the writ

petition 1

2. 'If15;e'a;3pe3;ia:1tV\_Vhere;V\$R: filed W.P.N0.12161/2008 seeking

the order passed by the Permanent Lek

éated 30.7.2008. It is averted in the

writ pe'fitie'I:i "flat the petitioner is a registered company

Business of service provider for teie-calling and

feiaixeci activities. The respondent is a company aecredied

VT Reliarlcte Company and Iegetered company, which is Kr' éoiflg teie services business through the  
s13b~oi:Çi'1':r5é;;.4;i:o:\*s. The petitioner entered into a contract Communications Ltd. for  
providing""servic-es \_ofi 'te\_1e:-céiiiiiiig. 91' V The Reliance Commuxiicatiozis respondent as their  
identity. \_ tot' entexei into 3. contract with thev --s;eIvioe"o11"}i{J.5.20()7 which Came into effect  
'contract was for a period of one the writ petition.

The petitionzler its service of tele--ç::al].ing and such" as envisaged in the agreement' 'ijihe iiaied to  
perform their part of the e.g'eei13et1t" iii paying the petitioner as age-ed 'in, oo;1t1"a.et;" "" The  
respondent after completion of providing leads to the petitioner i it As per the ageement, the  
respondent «sifxetlid haeei' paid the bills, but the respondent delayed the anci has not paid the  
ozltetanding bills. The deliberately with an intention to create confusion

-tied to eollectively make a consoliéated payment in respect K?' of éi□erent bills which were raised  
on different date:3V\_:f:}z; '~each month. The respondent due to breach of \_:€::f contract is liabie ta  
pay 3 sum 01' R's,A1,\_9},.8\_.i'2;45' \_jo:£i":the 1"1t:fs§1ig4 bill and is due of Rs.2,68,o18/--  
o;:':eti:1e&"eeci'a"te:"ot:" . Writ petition. The petitioner negetjatee ietters: '%' for the reasons fer  
delay and and sat for reconciliation ef diI'f'erehees\_ ' ;f)igi.é3AV:i7(3pIY3SCI1{8iiV€S of  
respondent. Thee'-\_'§;fetiti<}ne15:'::: requests for discussions, V respond positively and ie□  
&'t;"%1:eVV..peitioner issued a iegai notice, txfhicix' r'espondez1t. Therefore, the petiuonel'  
'i'ie'd\_\_4a "%3.e.1'bre the Pemlanent Lek Adalath '..seeki1lg§;. for sef□eme□iv and compmmise  
between the pet:Zticqf1\_e1\* ..a21(i«...:4esfpor1dent or in alternative for recovery of outetehdmg'  
wzéth interest and to decide the dispute GE; h' The Permanent Lok Adalath conducted 1  
eeVeCi'i1}g\$" from 1.2.2008 and subsequen□y till 31.7.2008. Ale-p□eramiee could not he arrived at  
and Permanent Lo}: raised 13 issues, for detexqtnirxation of issues Neg! \.5 and 2 for consideration  
as preimizla□ issues; 'xjihe Permanent Lek Adaiath heid that in View Arbitration Clause in the  
e.g'eemeI.1t; the 1:i:a1;tefli'e i'eq"uii"ed □ A' to be decided under the Arbitratjgeg  
ee::çn.iae'g\$.gs;ct,% 1996 and accordingly Passed "Grde\$5' '□ee writ petition dated 30.'7.:20C\$8  
21:16' eii"\$'pute between the parties is oniy contI'e{etA'Si§sl""i°::" requires to be erbitrated by a

,spee:e\$\_\_iic Section 5 of the Arbitration Act 1996.

3. Learned \_\_\$i}?i;g1Ve\_{1J.d'gea"e1fter.'considering the contentions of the for the petitioner held that she iznpu'g:1ed drdef dees not suffer from any error or vPem3.anent Lek Adalath has referred the pafties\*\$'.\_\_\_ te""t}1\_e\_\_ rit\$\$Iator under arbitratie} clause in the Vagreen:£ent"ei11ce 3:10 compromise could be arrived at, the H passeei by the Permanent Lek Adalath I'€f€'ITi1g the 'he the Arbitrator to workout their remeéy is justified View of the existence of arbitration Clause in the \../~ agreement in ¥'6Sf)€{3t of which the dispute has in View af Section '? of Legal Senrices Authorities ' impugned arder is justi ed and doesjxot sz1' 1"----f3?o1ii'V€i:{'or.3:31'»\_ illegality and it is open :o the peffiigiormt : '£o <g'c)\*'~ 3:45:16 process in Eerms of the procedzj:'e:\_Vas €<3ntcrnpié3.tée;iv«1,1I;.der the %' Arbitration Act and accQrdh1gly\_\_\_?:é1is\$\_\_mi\$sec.i 1th\$:\_w;{;it petition by ordér datsd 3. 3}.f2{3{)\$'£I.' B32313; '4"a=gg:f1';eved by {he said order, the petitiantzr iipeai. There is a cieiy of 19

4. We on record.

5. The méitgriai '\$fCC(.%i7'3 would dearly sizow that the

4.,'g:Vi.<31:it;i:31::;: % in i>L,eL %%% \_\_No.20{i2/2008 filed by the Ap::tit;i;2,:":\_¢1\*,{ herein for settleznant was ragistered by me%% =E\$iš:\*.mé;□\$;:t Adaiath, Legal Services Authority, Banga1< \$:=<=, '1 ,S.i'1fi<:e no compromise could be £i.1"Ti;V('d at, the } :9é;;21ia:1r.\$:ntvV"I.ok Adaiath framed the issues that arise for \_de\*£:éf;\$ni1ia□n and answered issue NO5,}. and 2 by hoiding that in View of the existence of arbitration ciauxa in thti M} the czrder passed by the Permanent Lois: Adalath in the writ petitién is justified and does not error or iliegaiity and dares not warrar.1tAa;;y ir\$:étfere3'1Cé"-Vinij' A' exercising the Writ jurisdiction éu:1é\$. \_ii'l'i is' bpe1z n«.\*%¥.Z}'..□T3""."\_(\$' petititmer/appeilant herein terms of the procedure wu}I1der the Arbitration Act. in vicar" the arbitration clause in the agrfesrzigt the dispute that has arisen it is clear that the:

Pezmanerzi' ri\_5t" iiave decided the matter on Adalath W33» justified in referring. the 'jE--:o A£hé'""A1"bitrator as per the arbitration t:}r:«=;,\_1A,z.se.:r\_i:g'~"1 Agrée□e□. We do not □nd any error or Grder as to Cali for ixiteribrence in '--.\_\_,t.his cqziriiiif-fafzpeal. Accordingly, we hoid that there is no nierit in ilapptial and pass the foilowing: GRDER K "The writ appeal is dismissed o:1 merit. \\\//1 in Vi€W of dismissal of the writ appeal, f:16t- it nacessary to cansider the app□atien for L' H delay of £9 dsxys in □ling the appeal ' \_ "

% Sd/1, I/f/' V' Web I1Ec>st:Yg?é5/ .

\_ Bkm.