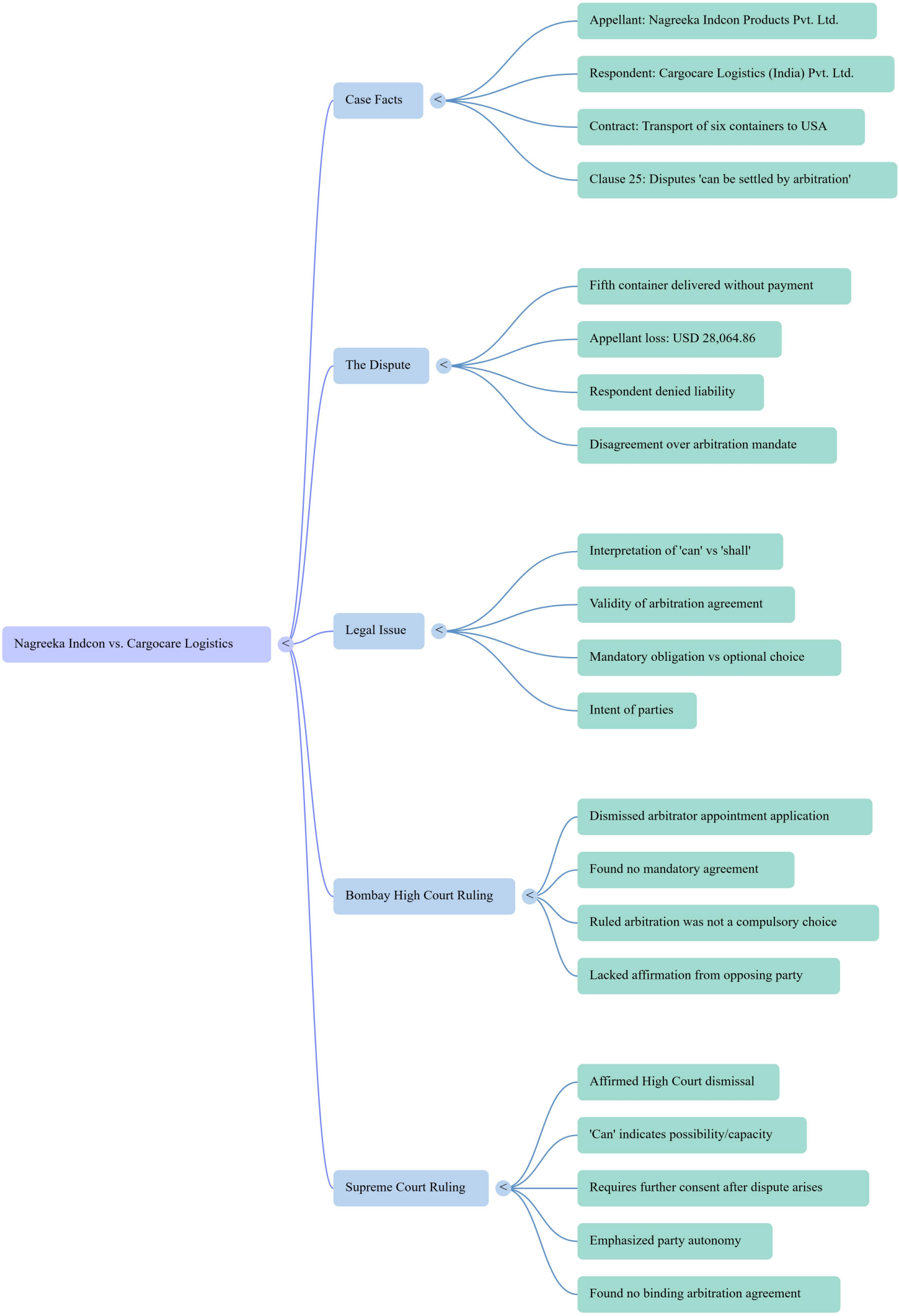
Nagreeka Indcon vs. Cargocare Logistics
Case Facts
Appellant: Nagreeka Indcon Products Pvt. Ltd.
Respondent: Cargocare Logistics (India) Pvt. Ltd.
Contract: Transport of six containers to USA
Clause 25: Disputes 'can be settled by arbitration'
The Dispute
Fifth container delivered without payment
Appellant loss: USD 28,064.86
Respondent denied liability
Disagreement over arbitration mandate
Legal Issue
Interpretation of 'can' vs 'shall'
Validity of arbitration agreement
Mandatory obligation vs optional choice
Intent of parties
Bombay High Court Ruling
Dismissed arbitrator appointment application
Found no mandatory agreement
Ruled arbitration was not a compulsory choice
Lacked affirmation from opposing party
Supreme Court Ruling
Affirmed High Court dismissal
'Can' indicates possibility/capacity
Requires further consent after dispute arises
Emphasized party autonomy
Found no binding arbitration agreement