

In the High Court of Judicature at Madras

Dated : 31.07.2015

Coram :

The Hon'ble Mr.Sanjay Kishan Kaul, Chief Justice

O.P.No.201 of 2014

Real Image Media Technologies
Pvt. Ltd., Rep. by Chief Legal Officer
& Company Secretary, Mr.P.Murali Krishna. .. Petitioner

-VS-

Padmaiah Vuppu
Siri Multiplex Screen 2. .. Respondent

Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to resolve the disputes between the parties as per the Letter of Understanding (LoU) dated 22.05.2009.

For Petitioner : Mr.P.R.Raman

For Respondent : No appearance

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ORDER

A Letter of Understanding for installation of Qube Digital Cinema System at Siri Multiplex Screen 2 Theatre in Nellore, Andhra Pradesh, dated 22.05.2009 was exchanged inter se the parties with the respondent confirming and accepting the same by appending his signature to the

Letter of Understanding. Disputes, however, arose out of this Letter of Understanding, which contains the following arbitration clause 32:

"32.This Letter of Understanding will be governed by the Courts in Chennai, and will be governed by the laws in India. In the event of dispute, difference, claims and questions arising out or or relating to this Agreement, the parties shall make all endeavour to settle the dispute by amicable means, failing which the dispute shall be referred to an Arbitrator and the arbitration proceeding shall be conducted in accordance with the Indian Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held at a mutually agreed place and all the proceedings shall be conducted in English."

2.The arbitration clause was invoked through a legal notice dated 07.06.2013 by registered post with the acknowledgement receipt being filed in the typed set of documents (pages 18 and 19).

3.The respondent has been served, but none has put in appearance. Thus, it is a case of no return.

4.In view of the aforesaid, there is no doubt about the existence of an agreement / Letter of Understanding, which contains the arbitration

clause, disputes having arisen and the jurisdiction is being of Chennai Courts.

5.Learned counsel for the petitioner states that vide notice dated 07.06.2013, the petitioner has already proposed the name of Mr.C.A.Diwakar, Advocate, as the Sole Arbitrator, to which there is no objection.

6.Thus, as proposed by the learned counsel for the petitioner, I appoint **Mr.C.A.Diwakar**, Advocate, IV Law Chambers, High Court Campus, Chennai 600 104, as the Sole Arbitrator to enter upon the reference and adjudicate the dispute inter se the parties. As requested by the learned counsel for the petitioner, the arbitration proceedings will be conducted under the aegis of the Madras High Court Arbitration Centre and the parties will be governed by the Rules of the Centre.

7.The original petition is, accordingly, allowed, leaving the parties to bear their own costs.

(S.K.K., CJ.)
31.07.2015

sra

The Hon'ble Chief Justice

(sra)

Note: Mark a copy to

- (i) The Addl. Registrar-Vigilance
Madras High Court Arbitration Centre,
Madras High Court Campus, Chennai.
- (ii) The Arbitrator, as referred above.

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