

In the High Court of Judicature at Madras

Dated : 18.12.2015

Coram :

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

O.P.No.232 of 2014

1.M.Radha

2.Master S.Rahul

.. Petitioners

-VS-

Sujatha

.. Respondent

Petition filed under Section 11 (5) of the Arbitration and Conciliation Act, 1996, to appoint Sole Arbitrator to decide the disputes between the petitioners and the respondent arising out of the Partnership Firm under the name and style of M/s.SURRAJ Electrical and Electronics as per Clause 31 of the Deed of Partnership dated 14.04.2009.

For Petitioners : Mr.P.Kamarasu

For Respondent : No appearance

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O R D E R

The petition under Section 11(5) of the Arbitration and Conciliation Act, 1996, arises from the disputes inter se the partners in

respect of the registered Partnership Deed dated 14.04.2009. The arbitration clause reads as under:

"31.In the event of any dispute, claims, questions or differences of opinion in the matter interpretation, execution of carrying out the objects and functions of the business, the sharing of profit and loss, the sharing of the assets in case of the closure of the business then the same shall be referred to a Sole Arbitrator by consent of all parties. The arbitrator so nominated shall have full powers as envisaged under the Arbitration and Conciliation Act, 1996 or any other enactment subsequent thereof and the award passed by the arbitrator shall be final and binding on all the parties concerned. The venue of such arbitration shall be at Chennai. The language of the tribunal shall be in English. That in the event of the arbitrator appointed withdrawing or the mandate of such appointed Arbitrator becoming terminated, a substitute arbitrator shall be appointed by the partners and the substitute arbitrator so appointed shall be entitled to resume the said arbitration proceedings from the stage at which it was left by his predecessor."

2.In view of the disputes and differences, a comprehensive legal notice was sent by the petitioner through counsel dated 01.06.2011 followed by a corrigendum dated 08.06.2011, which was replied to by the respondent through counsel on 09.07.2011.

3.The exchange of notices show that there are disputes inter se the parties and they are liable to be resolved through arbitration in view of the arbitration clause in the partnership deed. The lack of agreement over who should be the sole arbitrator has given rise to the present petition.

4.The respondent has been served but has not put in appearance. Thus, it is a case of no return.

5.In view of the fact that disputes have arisen, arbitration clause is admitted and venue of jurisdiction of this court is not in issue, this Court will have to appoint the sole Arbitrator.

6.I, thus, appoint **Mr.Naveen Kumar Murthi, Advocate**, residing at 18/1, New No.27, Janakiram Colony, Arumbakkam, Chennai 600 106, Ph: 98847 40424, as the Sole Arbitrator to enter upon the reference and adjudicate the disputes 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.)
18.12.2015

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.

The Hon'ble Chief Justice

(sra)

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