



WEB COPY

1

In the High Court of Judicature at Madras

Dated : 05.06.2015

Coram :

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

O.P.No.95 of 2014

K.N.Sudhakar

.. Petitioner

-vs-

M/s.Lakshmi Agro Farms,
A Partnership Firm, rep. by
Mr.G.Nagarajan.

.. Respondent

Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoing an arbitrator to adjudicate on the disputes between the petitioner and the respondent.

For Petitioner : Mr.Kaviyanathan

For Respondents : No appearance

* * * * *

O R D E R

The parties entered into a Memorandum of Understanding dated 08.07.2008 recording that the petitioner, involved in real estate business, had approached the respondent offering 140 acres of land at



Injur Village, Ponneri Taluk, Thiruvallur District, for sale on behalf of the owners, pursuant where to, it was agreed to purchase the land for Rs.15,000/- per cent. This Memorandum, according to the petitioner, has not been honoured by the respondent, which has given rise to disputes, which have to be resolved through arbitration in view of clause 13 of the Memorandum, which reads as under:

'13.If any dispute arises between the parties in regard to this Memorandum of Understanding, the parties herein will first try to resolve the disputes through mutual discussions, failing which the dispute shall be referred to an Arbitrator appointed by the Party of the First Part under the provisions of the Arbitration and Conciliation Act in force. The venue of arbitration will be at Chennai. This Memorandum of Understanding shall be subject to the jurisdiction of Courts at Chennai Only.'

2.The respondent addressed a legal notice dated 19.12.2009 alleging violation of the Memorandum against the petitioner and the petitioner, in response to the same, vide the reply sent through counsel dated 13.01.2010, disputed the same blaming the respondent. The arbitration



clause is also invoked vide a subsequent communication through counsel dated 10.07.2010. In reply, the respondent through counsel sent a letter dated 25.07.2010 naming three arbitrators calling upon the petitioner to choose any one of them. The petitioner called upon the respondent to appoint any one of the three as the Arbitrator, but there has been apparently no progress. This resulted in filing of the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, (hereinafter referred to as 'the Act').

3.The respondent has chosen to absent itself despite service. It is, thus, a case of no return and the allegation made in the petition are unrebutted. In any case, the communications exchanged inter se the parties show that there is no dispute about the execution of the Memorandum, existence of disputes and the jurisdiction of this Court. The learned counsel for the petitioner states that the petitioner opts for the first Arbitrator, i.e. Justice A.Ramamurthi, a retired Judge of this Court, to be appointed as the Sole Arbitrator.

4.In view of aforesaid, as proposed, I appoint **Mr.Justice A.Ramamurthi**, a retired Judge of this Court, as



the Sole Arbitrator, to enter upon reference and adjudicate the disputes inter se the parties. In view of the request made by the learned counsel for the petitioner, the arbitration proceedings will be conducted under the ageis of the Madras High Court Arbitration Centre and the parties will be governed by the Rules of the Centre.

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

Sd/ (S.K.K., CJ.)
05.06.2015

//Certified to be a true copy//

Dated this the day of 2016

R.s/06.01.2016

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.