

In the High Court of Judicature at Madras

Dated : 11.09.2015

Coram :

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

O.P.No.455 of 2015

M/s.Zebronics India Pvt. Ltd.,
(Formerly known as "Topnotch
Infotronix (India) P Ltd.")
Rep. by its Director, Mr.Sandeep Doshi.

.. Petitioner

-VS-

1.Lalesh Kumar Jain
2.L.Shobha Kankariya
3.L.Abishek Kankariya

.. Respondents

Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator and direct that the disputes between the petitioner and the respondents be proceeded with as per the terms under the Leave and License Agreement dated 01.05.2013.

For Petitioner : Mr.N.Karthikeyan

For Respondents : Mr.V.Balasubramaniam

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ORDER

The disputes which have arisen pertain to the Leave and License Agreement between parties dated 01.05.2013, the petitioner being the Licensee. The petitioner vacated the premises alleging that the condition of the premises were not habitable, while it is the stand of the respondents/ Licensor that the premises was suddenly vacated and there is a liability on the petitioner both on the said ground as well as what they perceived to be damages to the premises. These amounts have been deducted by the respondents amounting to Rs.2,79,000/-. The petitioner wants this amount back by giving a notice to the respondents appointing an Arbitrator, albeit after about two years.

2.The arbitration clause reads as under:

10.Arbitration & Conciliation

In case of any difference or dispute arising between the parties herein on any of the terms and conditions contained herein, such difference or dispute shall be referred to sole arbitrator appointed by the Licensee and the Licensor shall have no objection to it. The provision of the Arbitration and Conciliation Act, 1996 and any modification thereof shall be applicable for settlement of disputes, thus referred. The Venue for holding all such proceeding shall be at the head office of the Licensor."

3. In view of the aforesaid arbitration clause, the Arbitrator appointed by the petitioner could have proceeded with the arbitration, as the phrase "licensor shall have no objection to it" was qua the authority vested in the licensee to himself appoint an Arbitrator. On the query of the Court, learned counsel for the petitioner states that he did not want a dispute in this behalf and thus, has approached this Court seeking appointment by the Court.

4. Learned counsel for the respondents states that the amount is very small and is entitled to deduct the amount, but does not dispute the existence of the arbitration clause

5. The aforesaid shows that there is a valid arbitration clause and disputes have arisen inter se the parties with the jurisdiction vested in this Court.

6. Thus, as agreed and proposed by learned counsel for the parties, I appoint **Mr. M. Nandan**, a retired Judicial Officer, as the Sole Arbitrator to enter upon the reference and adjudicate the dispute inter se the parties. As requested by the learned counsel for parties, 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 petitions are, accordingly, allowed, leaving the parties to bear their own costs.

8.The cost memo, which is stated not to have been filed, be filed within a week and only thereafter, the order will be issued.

(S.K.K., CJ.)
11.09.2015

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Note:

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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