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In the High Court of Judicature at Madras

Dated : 23.01.2015

Coram :

The Hon'ble Mr. Justice M.M.Sundresh

O.P.No.26 of 2013

M/s.Ascendas IT Park (Chennai) Limited,
rep.by its Authorised Signatory
Mr.Ashok Shankar
Unit No.7 & 8. 1st Floor,
International Tech. Park Chennai,
Taramani Road,
Taramani,
Chennai - 600 113. .. Petitioner

-vs-

M/s.Roxaane Research Private Limited,
Alpha Daffodil
Plot NO.38, AGC Colony,
3rd Main Road,
Kottivakkam,
Chennai - 600 041. .. Respondent

Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, to appoint an independent Arbitrator to adjudicate the disputes that have arisen between the petitioner and the respondent under the Lease Deed dated 17.10.2007 registered as document No.7908 of 2007 in the Office of the District Registrar, Madras South.

For Petitioner : Mr.A.R.Karunakaran

For Respondent : No Appearance

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O R D E R

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The petitioner is a lessor of the respondent. A lease deed was entered into between the parties on



17.10.2007 and it contained an arbitration clause in clause 3.11, which is as follows:

'If any dispute or difference arises between the Lessor and the Lessee during the period of lease or upon the expiry of the said lease, both parties shall seek to resolve by mutual discussions. If such discussions are unsuccessful, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force. Arbitration shall be by a sole arbitrator if parties can agree upon one and failing that the disputes shall be referred to an arbitrator to be selected by the Lessee out of a panel of three names submitted by the Lessor. The arbitration sitting shall be conducted in English language and venue shall be at Chennai.'

2. In view of the dispute arose between the parties, a letter was sent by the petitioner to the respondent on 29.3.2010 requiring it to pay the outstanding amount, failure of which would result in the consequences mentioned thereunder. Two legal notices dated 29.7.2010 and 26.10.2010 followed the earlier letter dated 29.3.2010. Though the said communications were acknowledged by the respondent, no reply was forthcoming from the respondent. Thereafter seeking to appoint an arbitrator, the present petition has been filed.



3. Heard the learned counsel for the petitioner.

None appears for the respondent, though its name has been shown in the cause list after due service.

4. The facts narrated above would show the existence of an arbitration clause in the deed of lease dated 17.10.2007 executed between the parties. The respondent has not replied to the communication and the legal notices sent by the petitioner. The arbitration clause stipulates that the arbitration shall be by a sole arbitrator if parties can agree upon one and failing that the disputes shall be referred to an arbitrator to be selected by the Lessee out of a panel of three names submitted by the Lessor and it was duly complied with by the petitioner by the legal notice dated 26.10.2010. Considering the same, this Court is inclined to appoint Mr.T.Poornam, Advocate, New No.148, 5th Floor, 2nd Line Beach, Chennai - 600 001 as Sole Arbitrator to enter upon the reference and and after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the order. The learned Arbitrator is at liberty to fix the remuneration and other incidental expenses, which shall be borne by the parties equally.



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

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Sd/.M.M.S.J

23.01.2015

//Certified to be a true copy//
Dated this the day of 2015.

R.s/08.12.2015

COURT OFFICER

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