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In the High Court of Judicature at Madras

Dated : 03.07.2015

Coram :

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

O.P.No.62 of 2012

M.Kasilingam

.. Petitioner

-vs-

1.R.Ranikumari

2.A.Kanchana

rep. by her Power Agent S.Mahalakshmi

3.S.Mahalakshmi

4.D.Srinivasan

.. Respondents

Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint Mr.K.K.Balu (Former Vice Chairman of Company Law Board, Chennai), 17/11, Syndicate Enclave, Sengani Amman Koil street, Maduvankarai, Guindy 600 032, Chennai or any other person of repute on the strength of powers conferred upon the Chief Justice of this Hon'ble High Court under Section 11(5) of the Arbitration and Conciliation Act, 1996 to act as the Sole Arbitrator.



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For Petitioner : Mr.H.Karthik Seshadri

For Respondent : Mr.M.Sriram for R1
Mr.A.Muthukumar for R2 & R3
Mr.P.Valliappan for R4
* * * * *

O R D E R

The disputes inter se the parties arising from the sale agreement dated 13.06.2008 have given rise to the present petition by the petitioner under Section 11(5) of the Arbitration and Conciliation Act, 1996.

2. Despite service, over the last two years no reply has been filed. The learned counsel for the respondents, however, states that the letter dated 24.8.2011 was sent by the petitioner invoking the arbitration clause. The respondent through their responses have objected on various grounds, including limitation, the petitioner not willing to perform his obligations, the claim being one for specific performance etc. This submission is on account of the fact that no reply has been filed. But to my mind, the same is not relevant now for the reason that all such defences in law and in facts of the case are always available to the respondents to be raised in the arbitration proceedings, as the role of this Court is



limited to appointment of an Arbitrator.

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3. It is not in dispute that the sale agreement was executed and the disputes have arisen inter se the parties, though the parties are blaming each other, and the sale agreement contains the arbitration clause as under:-

'12.The parties hereby agree that in case of disputes interse, the same shall be resolved through a Common Arbitrator as per the Arbitration and Conciliation Act, 1996 within the jurisdiction of Coimbatore City.'

4. It is, thus, agreed that Mr.R.Premkumar, a retired District Judge may be appointed as the Sole Arbitrator and the venue of arbitration be at Coimbatore.

5. I, thus, appoint Mr.R.Premkumar, a retired District Judge, residing at No.D.No.47, IV Cross West, Rajiv Gandhi Nagar, Sowripalayam, Coimbatore-641 028 as the Sole Arbitrator to enter upon the reference 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 venue of arbitration is Coimbatore, as agreed to by both parties. The learned Arbitrator is at liberty to fix the remuneration and other incidental expenses, which shall be borne by the parties equally.

6. The Original Petition is accordingly allowed, leaving the parties to bear their own costs.

Sd/ (S.K.K., CJ.)
03.07.2015

//Certified to be a true copy//

Dated this the day of 2016

R.s/07.01.2016

COURT OFFICER

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