

In the High Court of Judicature at Madras

Dated : 20.02.2015

Coram :

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

O.P.No.635 of 2012

M/s.Force 1 Guarding Services

Pvt. Ltd., Rep. by its Managing Director,
Capt.Shibu Issac.

.. Petitioner

-vs-

M/s.BVM Global

Bal Vidya Mandir, Rep. by its CEO
No.58, 4th Main Road, Gandhi Nagar,
Adyar, Chennai.

.. Respondent

Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator to resolve the disputes which has arisen between the Petitioner and the Respondent.

For Petitioner

: Mr.Ramprasad
for M/s.Sanjay Ramaswami.

For Respondent

: No Appearance

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ORDER

The petitioner company is engaged in the business of providing security services in southern part of India. The petitioner claims that though they provided the services to the respondent company, there were

delays in monthly payments and as per their claim, the outstanding amount due was Rs.52,000/- with interest at 24% p.a. from December, 2009, till date of notice dated 19.09.2011, which totalled to Rs.74,880/-. The service agreement dated 13.07.2009 is stated to contain the arbitration clause as under:

"34.Any dispute or difference arising out of or related to this agreement will be resolved through joint discussion between the Security Company, and the Client through their authorised representatives. In the event of failure to resolve this disputes, the matter will be referred to adjudication of the arbitrator or any representative appointed by the parties in Chennai. The decision of the arbitrator shall be final and binding on the parties, in accordance with the laws of the State."

2.Since despite notice, the claims were not satisfied, the present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996. The respondent was served and entered appearance on 05.12.2012, but no reply has been filed. It is, thus, a case of no return.

3.In view of the averments made in the petition, which remained un rebutted, I appoint **Mr.Nithyaesh Natraj, Advocate**, residing at H-9/1, II Floor, Kalakshetra Colony, Kambar Street, Besant Nagar, Chennai

600090, 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 learned Arbitrator is at liberty to fix the remuneration and other incidental expenses, which shall be borne by the parties equally. In the event of respondent not entering appearance, the same may be borne by the petitioner at the initial stage to form part of the main cause.

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

(S.K.K., CJ.)
20.02.2015

sra

The Hon'ble Chief Justice

(sra)

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