

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12..03..2015

C O R A M

The Hon'ble Mr. SANJAY KISHAN KAUL, Chief Justice

Original Petition No.847 of 2012

M/s.Clarion Wind Farm Private Limited
Sigapi Achi Building, 4th Floor,
18/3, Rukmani Lakshmipathi Road,
Egmore, Chennai 600 008.

.. Petitioner

versus

M/s.Soundararaja Mills Limited
Soundararaja Buildings,
GTN Salai,
Dindigul 624 005

.. Respondent

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Prayer : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to constitute an Arbitration Tribunal consisting of two Arbitrators, one each nominated by petitioner and respondent and the third being the Presiding Arbitrator as per the Arbitration Agreement dated 05.10.2009 under section 11(6) of the Arbitration and Conciliation Act, 1996 to adjudicate upon the disputes and differences arisen between the parties.

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For Petitioners : Mr.AR.Ramanathan
For Respondents : Mr.J.Ramakrishnan

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O R D E R

The Arbitration Clause inter se the parties being Clause-22 of the Memorandum of Understanding dated 05.10.1999 is not in dispute. The problem arose on account of the stand of the respondent in reply to the notice of the petitioner that though the respondent had appointed their Arbitrator, the petitioner had delayed appointing their nominee Arbitrator. The fact however remains that even the respondent had not taken any steps further.

2. The Arbitration Clause suggests panel of three arbitrators, but the learned counsel for the parties suggest single arbitrator to save costs.

3. Learned counsel for the respondent states that as per their defence on merits, it is the respondent which has to recover the amount from the petitioner. If that be the position, the Arbitrator appointed can consider both the claims and counter claims.

4. In view of the aforesaid agreement, *Mr.Yashod Varadhan, Senior Advocate, residing at Old No.8, New No.21, 7th Main Road, R.A.Puram, Chennai 600 028 (Cell-98410 75397)*, at request and by consent of parties, is hereby appointed as the Sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. The learned Arbitrator shall enter upon the reference

and after issuing notice to the parties and 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 equally by both the parties.

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

(S.K.K., CJ.)
12th March, 2015

ksr

The Hon'ble The Chief Justice

(ksr)

O.P. No.847 of 2012

12.03.2015