

In the High Court of Judicature at Madras

Dated : 03.06.2016

Coram :

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

O.P.No.1004 of 2015

1.M.R.Chendilnathan
2.C.Renuka

.. Petitioners

-VS-

The Office In Charge,
ICICI Bank Limited,
ICICI Bank Towers,
Plot No.24, Block No.2,
Arihant Insight, Ambattur,
Industrial Estate,
Chennai-58.

.. Respondent

Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint an independent arbitrator to adjudicate the disputes arising between the petitioner and the respondent in connection with or relating to the Lease Deed dated 10.06.2005.

For Petitioner : Mr.S.Jaganathan

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ORDER

Lease agreement was executed on 10.06.2005 by the petitioner as lessor in favour of the respondent bank in respect of the office premises at Old No.2/322, New No.2/351, Medavakkam Main Road,

Kovilambakkam, Chennai-117 consisting on the Ground and First Floor admeasuring total 8735 square feet carpet area in the Ground Floor and 11185 square feet carpet area in the First Floor, which building is situated on the land bearing Survey No.166/3B5B, PMD Nagar, Phase-II, Kovilambakkam, Medavakkam High Road, Chennai.

2. This agreement, *inter alia* includes Clause 28 as disputes resolution clause providing for settlement of disputes through an arbitration under the Arbitration and Conciliation Act, 1996 (hereinafter referred to “the said Act”), jurisdiction of the Courts being at Chennai.

3. The aforesaid agreement was however terminated by the respondent bank vide notice dated 02.01.2014 in terms of Clause 10 of the agreement by giving three months' notice, as the bank proposed to shift the Branch/Office. Thus, the agreement stood terminated with effect from 02.04.2014. Possession is stated to have been delivered to the petitioner on 30.03.2014.

4. It is the case of the petitioner that damages have been caused to the premises to the tune of Rs.86,07,342/- and a demand was made vide legal notice dated 02.05.2014. It is stated that no reply has been

given to the said notice and thus, vide notice dated 17.03.2015, the arbitration clause was invoked. But once again, there was no reply. It is in the aforesaid circumstances, the present petition has been filed under Section 11(6) of the said Act.

5. Notice was issued on 18.12.2015, which was served through registered post, but none appeared on 19.02.2016. However, the Court Master informed that on behalf of the respondent, a counsel had come to make an enquiry about the proceedings, but did not appear at the relevant stage. In view thereof, last opportunity was granted to the respondent to file the reply within three weeks. On 15.04.2016, the learned counsel has entered appearance and was granted last opportunity to file the reply within three weeks. No reply has still been filed. No vakalat has been filed. None has entered appearance for the respondent. Thus, the respondent has chosen to stay away from the proceedings despite the service and thus, the allegations in the petition are deemed to be admitted to be correct, this being a case of no return. The facts set out show that there is an arbitration clause in respect of the agreement *inter se* the parties and the jurisdiction is of this Court. Disputes have arisen and notice of demand and notice invoking arbitration clause evinced no response and thus, there is no impediment to appoint an Arbitrator by this Court.

6. I, thus, appoint Mr.Satish Parasaran, Senior Counsel as the Sole Arbitrator, to enter upon the reference and adjudicate the disputes *inter se* the 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 petition is, accordingly, allowed, leaving the parties to bear their own costs.

(S.K.K., CJ.)
03.06.2016

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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

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