

In the High Court of Judicature at Madras

Dated : 01.07.2016

Coram :

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

O.P.No.174 of 2016

M/s.Sri Marg Human Resource Private Limited,
9, Muthu Nagar,
Poonamallee,
Chennai-600 056.

.. Petitioner

-vs-

M/s.SALCOMP Manufacturing India Pvt. Ltd.,
NOKIA Telecom SEZ,
SIPCOT Industrial Park,
Phase-III, National Highway No.4,
Sriperumbudur – 602 105.

.. Respondent

Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint a sole Arbitrator to decide the disputes that have arisen between the petitioner and the respondent under the Agreement for Services dated 01.05.2011.

For Petitioner : Mr.Kuberan
for
M/s.Rank Associates

For Respondent : No Appearance

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ORDER

The learned counsel for the petitioner states that the endeavour for settlement with or without mediation has not been possible. None

appeared for the respondent and thus, the matter was passed over once and called second time.

2. None appeared even on the second occasion. No reply has been filed.

3. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to resolve the disputes *inter se* the parties arising from the agreement for services dated 01.05.2011. The agreement contains the following arbitration clause:-

“7.Arbitration: Any dispute between the Parties arising out of or related to this Contract shall be settled through arbitration of a sole arbitrator to be appointed by SALCOMP. The seat of arbitration shall be Chennai, India. The arbitration proceedings shall be conducted in English and a record of the proceedings shall be maintained in English. This Contract shall be governed by and construed in accordance with the laws of India.”

4. The petitioner has issued notice seeking appointment of an Arbitrator by the respondent as required under clause 7 of the agreement for services. But no Arbitrator was appointed. Thus, the respondent has lost its right to appoint the Arbitrator having not exercised their right under the arbitration clause in pursuance to the notice dated 16.11.2015 being served on the respondent. In fact, the response of the respondent vide letter dated 24.11.2015 was that they have referred the matter to the legal department, but thereafter also there was no response. It is, thus, obvious that disputes have arisen *inter se* the parties, which are to be resolved through the arbitration. The jurisdiction of this Court is not in question. It is case of no return.

5. I, thus, appoint Ms.K.Elayarani, a retired Judicial Officer, No.29-A, First Main Road, Mogappair, ERI Scheme, Chennai-37 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.

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

(S.K.K., CJ.)
01.07.2016

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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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