

In the High Court of Judicature at Madras

Dated : 05.08.2016

Coram :

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

O.P.No.353 of 2016

1.S.Manimegalai
2.R.Suresh Kumar
3.M.L.Satish Kumar ... Petitioners

-vs-

1.B.Uma Maheswari
Proprietor, Chennia Amirta International
Institute of Hotel Management.
2.Boominathan, CEO
Proprietor, Chennia Amirta International
Institute of Hotel Management. ... Respondents

Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, to constitute an arbitral tribunal consisting of a sole Arbitrator, seated in Chennai, to decide all disputes under the Joint Memorandum of Understanding dated 25.09.2014.

For Petitioner : M/s.P.T.Asha

For Respondents : Mr.Bharath

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O R D E R

The petition under Section 11 (6) of the Arbitration

and Conciliation Act, 1996, (hereinafter referred to as 'the said Act') has been filed in respect of disputes allegedly having arisen from the Joint Memorandum of Understanding (MOU) dated 25.09.2014 executed inter se the parties. This MOU is a consequence of the disputes, which had earlier arisen in respect of the partnership business being carried on jointly by the parties. However, Clause 17 of this MOU also envisaged the situation where there may be disputes which, in turn, arise from this MOU and it reads as under:

"17.All disputes arising out of this MOU shall be referred to Single Arbitrator and shall be governed by the Arbitration and Conciliation Act, 1996. The venue for Arbitration shall be Chennai. This MOU shall be governed by the laws of India and be subject to the exclusive jurisdiction of the Courts in Chennai"

2.It is the say of the petitioner that such disputes have arisen and despite the arrangement having been arrived at in proceedings under Section 9 of the said Act, there is persistent violation.

3.On the other hand, learned counsel for the respondents contends that the disputes arisen out of the MOU stood resolved in the proceedings under Section 9 of the said Act.

4.It may, however, be noted that there is no quibble with the execution of the MOU dated 25.09.2014, the existence of arbitration clause no.17, disputes inter se the parties having arisen and that the jurisdiction is of this Court. As to what are the merits of the controversy is not the function of this Court, as that has to be determined by the Arbitrator, who is the chosen judge of the parties.

5.In view of the aforesaid, I appoint, Mr.Satish Parasaran, Senior Advocate, present in Court, residing at No.8, 8th Street, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004, as the Sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. As requested, 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.

Sd/. (S.K.K., CJ.)
05.08.2016

//Certified to be a true copy//
Dated this the day of

2017

R.s/01.03.2017

COURT OFFICER

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