

In the High Court of Judicature at Madras

Dated : 15.04.2016

Coram :

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

O.P.No.41 of 2016

Lt. Col. S.Ganesan (Retd.),
Proprietor,
M/s.Ganesan Security Agency,
No.1, 5th Main Road,
Kasturi Bai Bagar,
Adyar, Chennai-600 020. ... Petitioner

-vs-

The Airport Authority of India (AAI),
rep. by its Chairman,
Rajiv Gandhi Bhavan,
Safdarjung Airport, New Delhi.
Also at
The Airport Director,
Chennai International Airport,
Air Cargo Complex,
Chennai Airport,
Chennai-600 027. .. Respondent

Petition filed under Sections 11(6) of the Arbitration and Conciliation Act, 1996, to appoint a sole arbitrator resolve the disputes that has arisen under the said contract dated 02.6.2014 for adjudicating the dispute between the petitioner and the respondent.

For Petitioner : Mr.P.J.Rishikesh

For Respondent : Dr.Fr.A.Xavier Arulraj
Senior Counsel
for
Ms.A.Arul Mary

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O R D E R

The petitioner and the respondent have entered into

<https://hcservices.ecourts.gov.in/hcservices/>
an agreement dated 02.06.2014 for providing security at
Chennai International Airport. The agreement contains

arbitration clause for settlement of the disputes, which reads as under:-

"22. ARBITRATION

In the event of any dispute arising out of this Agreement, the matter shall be, in the first instance, referred to a Dispute Resolution Committee (DRC) set up at the Airport, for which a Written Application should be obtained from the party and the points of dispute clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to an Arbitrator to be appointed by the Chairman, Airports Authority of India. The decision of the arbitrator so appointed shall be final and shall be binding on both the parties. The applicable law to such arbitration proceedings shall be Arbitration and Conciliation Act, 1996 and the laws of India, as may be in force from time to time. The arbitration shall be held in Chennai and shall be subject to the Jurisdiction of Courts in Chennai.

23. JURISDICTION

This agreement shall be subject to the exclusive jurisdiction of the Courts in Chennai."

2. The contract of the petitioner was terminated by

the respondent on 23.04.2015 and it is the case of the

<https://hcservices.ecourts.gov.in/hcservices/>

petitioner that this is a wrongful termination. The

petitioner has also made claim towards damages arising from the wrongful termination contrary to the terms of the contract.

3. On the other hand, it is say of the respondent that the petitioner had become involved in certain criminal cases of smuggling and thus, the respondent was within its right to terminate the contract.

4. The aforesaid controversy thus shows that disputes have arisen, the mode of arbitration is provided for settlement of the disputes and the jurisdiction is of Chennai Courts. It may also further be noticed that the parties also did go through the Dispute Resolution Committee as envisaged under the arbitration clause and some of the claims of the petitioner were settled in that process. The remaining claims thus have to be referred to arbitration.

5. The learned counsel for parties propose and agree that Mr.Justice G.M.Akbar Ali, a retired Judge of this Court be appointed as the Sole Arbitrator.

6. I, thus, appoint **Mr.Justice G.M.Akbar Ali**, a retired Judge of this Court as the Sole Arbitrator, to enter upon 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.

Sd/. (S.K.K., CJ.)
15.04.2016

//Certified to be a true copy//

Dated this the day of 2016.

R.s/14.06.2016

COURT OFFICER

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

सत्यमेव जयते

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