

In the High Court of Judicature at Madras

Dated : 16.09.2016

Coram :

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

O.P.No.540 of 2016

M/s.Blue Brass Engineering Private Limited,
rep. by its Managing Director, Mr.Amalraj.

.. Petitioner

-VS-

M/s.Shintec Engineering India Pvt. Ltd.,
rep. by its General Manager, N.Venugopal.

.. Respondent

Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint an arbitrator and refer the dispute between the petitioner and the respondent regarding to settle the amount as per the LOA agreement dated 04.11.2014.

For Petitioner : Mr.R.Lokeshwaran

For Respondents : No appearance

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ORDER

The petitioner has filed the present petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the said Act') in respect of disputes arising from a Letter of Award dated 04.11.2014 to carry out the work of fire fighting for a total consideration of Rs.2.45 crores. The petitioner claims to have started the work at site at Hyderabad and completed the same. The petitioner sent purchase order bills through e-mail, but the payment was postponed on one pretext or the other.

2.A legal notice of demand was sent on 17.06.2016 which was replied vide legal reply dated 23.06.2016 alleging that the sub-contracted work vide letter of award dated 04.11.2014 has been cancelled vide letter dated 07.12.2015. The notice of arbitration was issued on 08.07.2016 to which there is stated to be no reply.

3.The respondent has been served, but none has chosen to appear. The matter was passed over once and called second time. Thus, it is a case of no return.

4.The letter of award contains the following arbitration clause

9-B:

"9. Others:

A. ..

B. Any and all disputes, controversies, claims or differences which may arise between the parties hereto out of, in relation to, or in connection with this LOA, or the breach hereof, shall be finally settled by arbitration in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce in force from time to time by one arbitrator appointed and acting in accordance with the said Rules."

5.The aforesaid shows that disputes have arisen inter se the parties and the method of resolution of disputes is through arbitration, the contract is at Chennai and thus, the jurisdiction of this Court is not in dispute.

6.In terms of the arbitration clause, the resolution of disputes has to be by a sole Arbitrator and the Rules of Conciliation and Arbitration of the International Chamber of Commerce in force from time to time are applicable.

7.I, thus, appoint **Mr.Justice G.Rajasuriya, a retired Judge of this Court**, as the Sole Arbitrator to enter upon the reference and adjudicate the disputes inter se the parties. As per the arbitration clause, the parties will be governed by the Rules of the Conciliation and Arbitration of the International Chamber of Commerce.

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

(S.K.K., CJ.)
16.09.2016

sra

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

(sra)

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