

In the High Court of Judicature at Madras

Dated : 25.11.2016

Coram :

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

O.P.No.716 of 2016

M/s.Michelin India Pvt. Ltd.
(Formerly known as Michelin India
Tamil Nadu Tyres Private Limited)
Rep. by its Authorised Signatory,
Mr.Balamurugan Subramanian. .. Petitioner

-VS-

Mohan Ranga .. Respondent

Petition filed under Section 11 (6) (c) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties hereto as per the Agreement date 12.12.2012.

For Petitioner : Mr.P.V.Balasubramaniam

For Respondents : Mr.Mohan Ranga
Party-in-person
* * * * *

O R D E R

The respondent has entered appearance.

2.The respondent in person states that in fact, it is he who has to recover amounts from the petitioner and that there is damage

caused to the premises which is still lying locked in the possession of the petitioner. He, however, does not dispute the arbitration clause in the lease agreement dated 12.12.2012, which reads as under:

"20.DISPUTE RESOLUTION

The parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes ("Dispute") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, it will communicate the substance of such dispute to the other Party. Once a dispute has been raised, the Parties shall make all reasonable efforts to reach a resolution within two (2) weeks after the dispute has been identified.

Any dispute arising out of or relating to this Agreement or the transactions contemplated under this Agreement, or the breach of the same, which has not been resolved as provided in para above shall be settled by final and binding arbitration.

Arbitration conducted pursuant to this provision shall be conducted in Chennai, India, and shall be conducted in the English. The arbitration proceedings shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996.

The parties shall bear their own attorneys', experts' and other fees and expenses in connection with any arbitration unless otherwise determined by the arbitrators.

Notwithstanding anything contained in second para above, the Parties shall have right to seek injunctive reliefs in any matters arising from the terms and conditions of this

Agreement from a court of law and the courts in Chennai shall have exclusive jurisdiction in such matters."

3.It is not in dispute that arbitration clause 12 provides for resolution of disputes through the process of arbitration to be held in Chennai. The jurisdiction of the Court is also not disputed.

4.Learned counsel for the petitioner suggests that an endeavour may be made to settle the disputes through mediation, failing which it may be referred to arbitration. This is acceptable to the petitioner.

5.In view of the aforesaid facts and circumstances and at joint request, it is directed as under:

(a)The parties will appear before the Tamil Nadu Mediation and Conciliation Centre, Madras High Court Campus, on 01.12.2016 at 2.15 p.m. to endeavour to resolve the disputes through mediation. The mediation process will be completed within two (2) months from the said date or any extended period as may be granted by this Court.

(b)If the mediation process results in resolution of disputes, that

would be the end of the matter. However, if the disputes are not resolved in mediation, the disputes shall stand referred to arbitration by this order.

(c) **Mr.P.T.Ramkumar, Advocate**, present in Court, having office at First Floor, S.M.Plaza, New No.93, Armenian Street, Chennai 600 001, is appointed as the Sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. The arbitration proceedings would naturally commence only if the mediation process does not succeed. In such eventuality, 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 framed thereunder.

6.The original petition is, accordingly, disposed of, leaving the parties to bear their own costs.

(S.K.K., CJ.)
25.11.2016

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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.
- (iii) The Assistant Registrar,
Tamil Nadu Mediation and Conciliation
Centre, Madras High Court Campus,
Chennai.

The Hon'ble Chief Justice

(sra)

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