

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 04.08.2017

CORAM

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

O.P. No.280 of 2017

Shymala Venkataramanan .. Petitioner

-vs-

Sujatha .. Respondent

Prayer: Petition filed under Section 11(5) of the Arbitration & Conciliation Act, 1996 to appoint an Arbitrator on behalf of the petitioner in order to resolve the disputes that have arisen between the petitioner and respondent.

For Petitioner : Ms.Rohini Ravikumar

ORDER

This petition seeks appointment of a Sole Arbitrator to resolve the disputes that have arisen between the petitioner and respondent pursuant to leave agreement dated 12.03.2014.

2.Heard the learned counsel for the petitioner.

3.Notice was ordered by this Court on 09.06.2017 and has been duly served on the respondent. It is seen from the affidavit of service dated 15.06.2017 indicating the postal track issued by India Post that

service of notice has been effected on 13.06.2017. The matter was thereafter listed for hearing on 24.07.2017 and 28.07.2017 and the name of the respondent printed in the cause list in order to enable her to enter appearance. However, there has been no appearance for the respondent both on the earlier occasions as well as today, when the matter was listed for hearing.

4.A perusal of the petition would show that the property admeasuring 1142 sq.ft., situated at Flat No.2F, 'Ramaniyam Pushkar - I' No.15, OMR - ECR Link Road, Kalaignar Karunanidhi Salai, Sholinganallur, Chennai-600 119, owned by the petitioner was leased to the respondent on 12.03.2014 for a period of 11 months. An interest free security deposit of Rs.90,000/- was paid by the respondent. Monthly rent was fixed at Rs.15,000/- and monthly maintenance charges at Rs.2,284/-.

5.Learned counsel for the petitioner would state that the respondent has been irregular in remitting the monthly rents. Cheques dated 23.06.2014 and 24.06.2014 were returned with the endorsement "Account frozen" and the legal notice issued by the petitioner has not been favoured with any response.

6.The respondent is seen to be a chronic defaulter and clearly disputes have arisen between the parties. The Lease Deed contains clause 23 in terms of which a Sole Arbitrator shall decide disputes between the parties arising from the agreement.

7.I, thus, appoint Mr.S.Silambannan, Senior Advocate, having office at No.1, High Court Chamber, High Court Buildings, Chennai – 600 104 (Phone No.26212572 Mobile No.9840066919), as the Sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. He may, after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the order. The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses. The proceedings may be conducted under the aegis of the Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules.

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

vga

04.08.2017

Dr.ANITA SUMANTH,J.

vga



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