

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 09.10.2017

CORAM

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

O.P. No.476 of 2017

Mr.M.Ravishankar
Proprietor
M/s. AKR Events Inc.,
No.13/16, 8th Street
Dr.Subbaraya Nagar
Kodambakkam
Chennai 600 024.

.. Petitioner

-vs-

M/s.Noise and Grains Entertainment
a Partnership Firm rep. by its Partners
Tvl.P.Srinivasna, C.Karthikeyan and
A.Mahavir
No.127, Yadawal street
Padi, Chennai 600 050.

..Respondent

Prayer: Petition filed under Section 11(6) of the Arbitration & Conciliation Act, 1996 to appoint an Arbitrator to adjudicate on the disputes between the petitioner and the respondent and to award costs of the petition.

For Petitioner : Mr.K.R.Babu

For Respondent : None appeared

ORDER

This petition prays for the appointment of a Sole Arbitrator to adjudicate upon disputes inter se the parties in accordance with Clause

5 of Contract Agreements dated 20.11.2015 and 03.01.2016 (wrongly mentioned as clause 45 in both agreements annexed to the original petition). Clause 5 of the Contract Agreement dated 20.11.2015 reads as follows:

'any dispute with regard to the said agreement and/or the interpretation of any of the terms and conditions of and/or the implementation hereof, including questions of determination of any aspect hereof as may arise or become applicable, any and all other matters relatable to or arising out of the same, howsoever remotely connected, the same shall be referred to arbitrator of the choice of all the parties.'

2. Notice to the respondent was returned with the endorsement 'No such Person, Left'. Thereafter substituted service was ordered and paper publication was effected in News Today, Chennai. An Affidavit of Service has been filed to this effect. The names of the respondent are also printed in the cause list, despite which there has been no appearance either on earlier occasions or today.

3. Heard Mr.K.R.Babu, learned counsel appearing for the petitioner, the respondent being unrepresented.

4. The petitioner, claims to be an entrepreneur and a close relative of music composer and director Mr.A.R.Rahman. He entered

into an agreement dated 20.11.2015 with the respondent for organising a concert of Mr.A.R.Rahman artist at Chennai, Tamil Nadu on 16.01.2016 and an agreement on 03.01.2016 for conduct of similar event in Coimbatore on 23.01.2016. The terms of both agreement provided for a sum of Rs.3.25 Crores to be paid to the petitioner or or before 18.01.2016 together with a sum of Rs.28.00 lakhs, being fee for choreography of the events at Chennai and Coimbatore. Both the live concerts took place as agreed and on the slated dates. Payments were made in part towards the contracted agreements. The petitioner thus claimed a sum of Rs.5.00 Crores as due and payable to him in terms of the agreements, a sum of Rs.2.5 Crores that was due on or before 15.12.2015 and a further sum of Rs.2.5 Crores on or before 31.12.2015. He also claimed in terms of clause 1(b) of the agreement, 40% of the net profit realised by the respondent from the show. The petitioner would however allege that the amounts due and payable to him under the agreements have not so far been remitted despite several reminders and requests for the same.

5. It is seen from the exchange of correspondences between the parties that disputes have arisen as regards the claims made by the petitioner. The respondent, while denying the claims vide its e-mail dated 08.12.2017 would state that amounts were, in fact, due only from the petitioner to it and not vice versa. The factum of disputes

thus seems apparent as does the existence of clause for arbitration as extracted above. In the above circumstances, I am inclined to order this petition.

6. Accordingly, I thus appoint Hon'ble Mr. Justice M. Jaichandren, Retired Judge of this Court residing at Door No. 422, South Second Main Road, Sri Kapaleeswarar Nagar, Neelankarai, Chennai - 115 (Mobile No. 9444390951) as the Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. The learned Arbitrator may, after issuing notice to the parties and upon hearing them, endeavour to 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.

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

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Dr.Anita Sumanth,J.

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