

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 11.08.2017

CORAM

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

O.P. No.477 of 2017

M/s.Bonjour Bonheur Ocean Spraaay,
rep. by its Executive Vice President
Mr.Sudhendu M.Pandit .. Petitioner

-vs-

M/s.Suzlon Global Services Ltd.,
rep. by its General Manager -
CRM, Mr.G.S.Venkatesh .. Respondent

Prayer: Petition filed under Section 11(5) of the Arbitration & Conciliation Act, 1996 to appoint sole arbitrator to arbitrate and adjudicate upon the dispute between the petitioner and the respondent with regard to the Operation and Management Agreement (services only), dated 17.06.2015.

For Petitioner : Mr.P.Valliappan

For Respondent : Mr.Srinath Sridevan

ORDER

This petition is filed seeking an appointment of Arbitrator in terms of Section 11(5) of the Arbitration and Conciliation Act to decide upon disputes inter se parties that have arisen out of Operation and Management Agreement (services only) dated 17.06.2015. The dispute resolution is provided for clause in 14 of the Agreement as below:

"14. Dispute Resolution

14.1 The parties hereto shall attempt to resolve all differences and disputes first through mutual discussions and negotiations, in keeping with the spirit of this agreement.

14.2 In the event that the parties hereto are unable to settle the dispute or difference or fail to negotiate their differences whether relating to the interpretation, meaning, validity, existence or breach of this agreement or any clause herein, within a period of 30 days from the date of the commencement of the discussion/negotiations, then the aggrieved party shall by giving a notice to the other party, be entitled to invoke the arbitration provisions of this Agreement. The reference shall be made to a sole arbitrator, appointed jointly by the parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof.

14.3 The notice should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein and the name of the person it seeks to appoint as the sole arbitrator. All notices by one party to the other in connection with the arbitration shall be in writing and shall be made as provided in this Agreement.

14.4 If the parties fails to appoint an arbitrator within 30 days from the receipt of the request to do so from the other party, then the aggrieved party shall be free to approach the Court in Chennai city for appointment of the

arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the decision of such Court shall be final and binding on the parties.

14.5 The Arbitration shall be held at Chennai and the award of the arbitrator shall be final and binding on the parties hereto."

2.Learned counsel appearing for both parties would concur that disputes have indeed arisen between the parties that call for resolution by Arbitration.

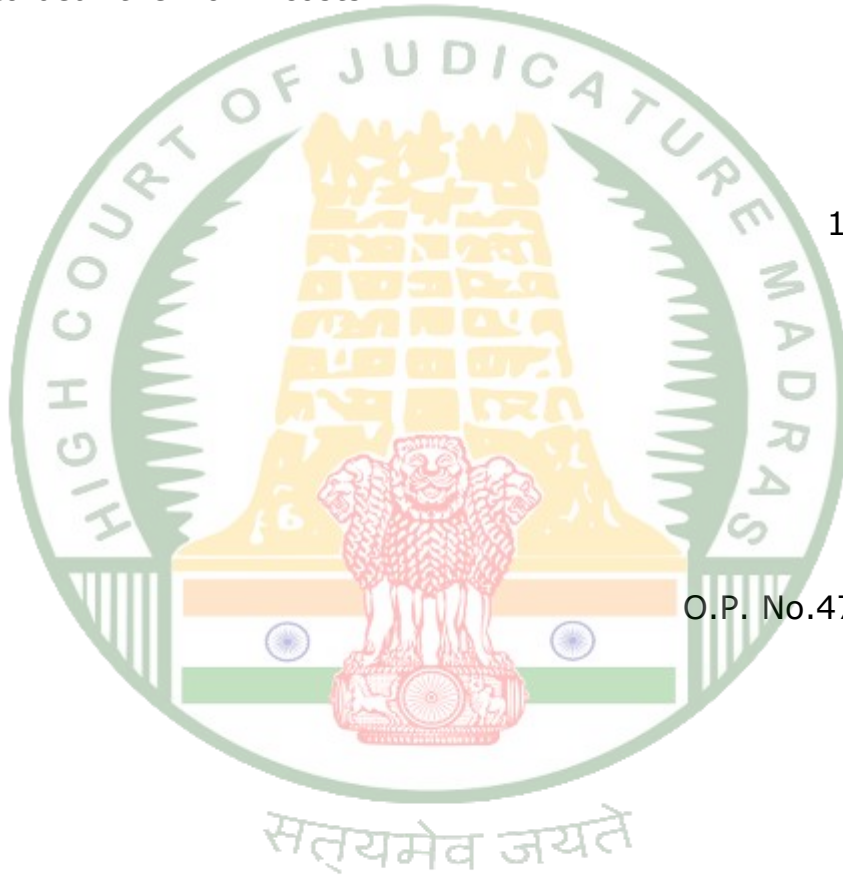
3.Accordingly and upon consent of parties, Mrs.Justice Chitra Venkataraman, Retired Judge of this Court, residing at New No.31, Old No.17-B, 4th Main Road, Raja Annamalaipuram, Chennai-600 028 is appointed as the Sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. She 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 this order. The learned Arbitrator is at liberty to fix her 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.

Dr.ANITA SUMANTH,J.

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

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