

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 27.06.2017

CORAM

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

O.P. No.76 of 2017

M/s. Shree Basaveshwar Sugar Limited,
Rep.by its Managing Director S.Kathirvan .. Petitioner

-vs-

1. Uttam Industrial Engg. Limited,
A-8, Meerut Road Industrial Area,
Ghaziabad – 201 003 (U.P.) India.

2. R.Nagamanikkam
Respondents

3.

Prayer: Petition filed under Section 14 R/W Section 11(6) of the Arbitration & Conciliation Act, 1996 for terminating the mandate of the Arbitral Tribunal appointed under Clause 2.18 of the Contract dated 05.05.2011 between the Petitioner and the Respondent and appointing a Substitute Arbitrator, preferably a retired Judge of this Court, to decide the disputes that have arisen between the petitioner and the respondent out of the contract dated 05.05.2011.

For Petitioner : Mr.A.Jenasenan

For Respondents : Mr.R.Parthasarathy

ORDER

This petition has been filed seeking an order under Section 14 of the Arbitration and Conciliation Act, 1996 terminating the mandate of

the Arbitral Tribunal appointed under Clause 2.18 of the Contract dated 05.05.2011 between the Petitioner and the Respondent and appointing a Substitute Arbitrator, preferably a retired Judge of this Court, to decide the disputes that have arisen between the petitioner and the respondent out of the aforesaid contract.

2.Mr.A.Jenasenan, learned counsel appearing for the petitioner and Mr.R.Parthasarathy, learned counsel appearing for the respondents would submit that on account of disputes between the parties, the dispute resolution clause had been invoked. Both parties had, in accordance with clause 2.18.1 of agreement dated 05.05.2011, nominated arbitrators who had proceeded to nominate the Presiding Arbitrator. However despite their best efforts, no progress was made in the commencement/conduct of the proceedings.

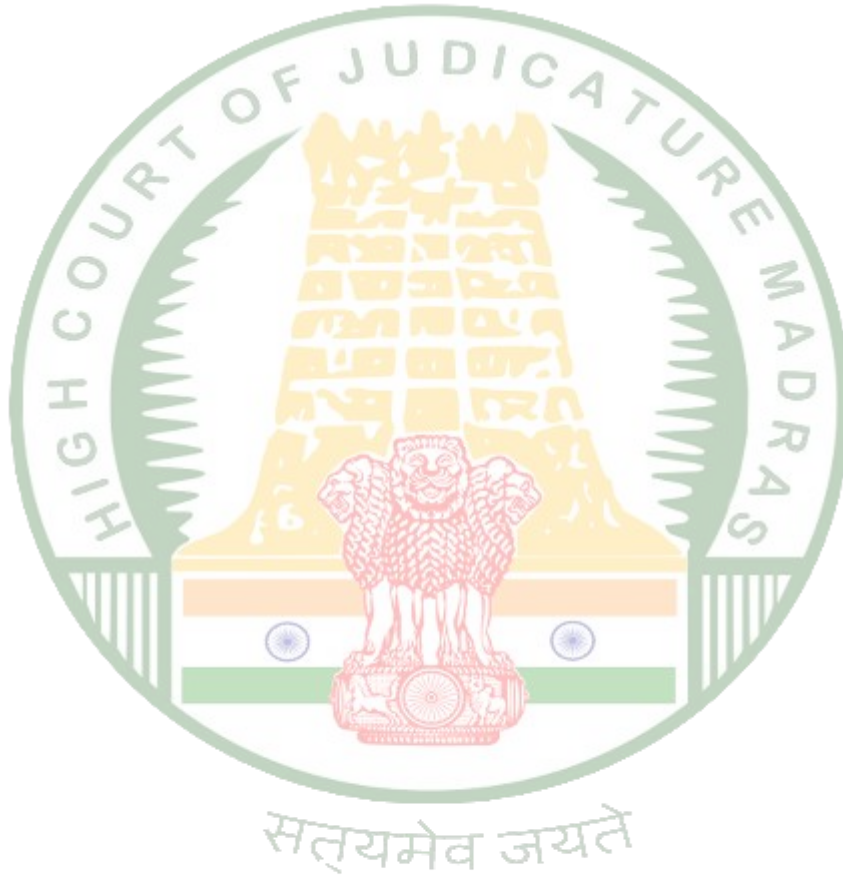
3.Learned counsel would submit that the disputes between the parties were still active.

4.This petition is allowed, in the light of the submission made and a perusal of the documents filed. The parties may take appropriate

action anew in terms of Clause 2.18.1 of the Contract dated 05.05.2011 between them. No costs.

27.06.2017

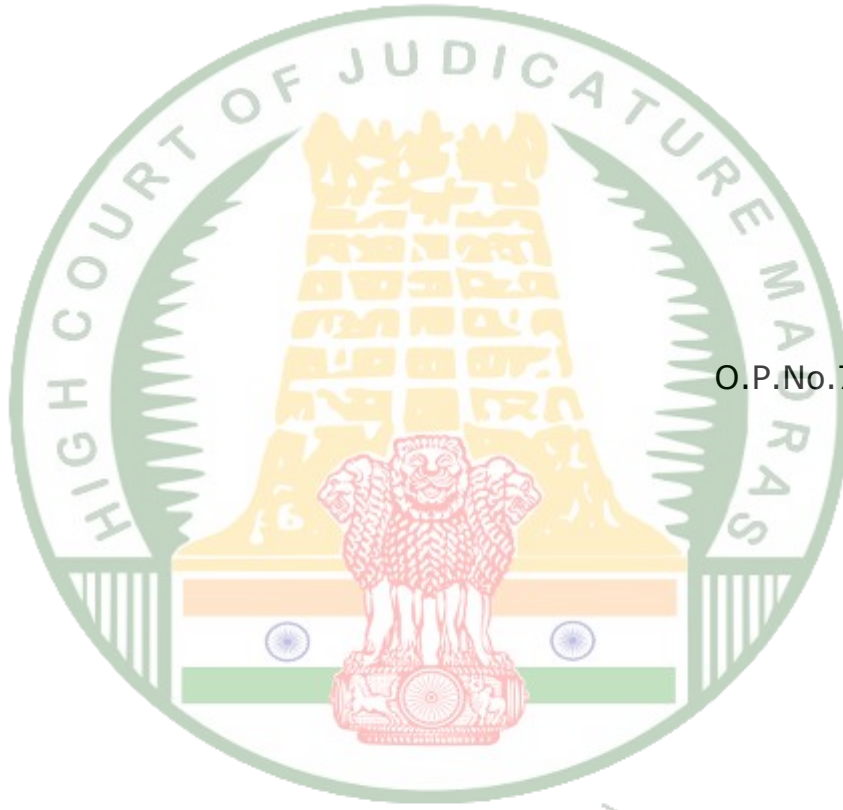
vga



WEB COPY

Dr.ANITA SUMANTH,J.

vga



O.P.No.76 of 2017

सत्यमेव जयते

27.06.2017

WEB COPY