

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.07.2017

CORAM

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

O.P.No.89 of 2017

Rajan.K.R.

.. Petitioner

-vs-

M/s.Featherlite Estates,
rep. by its authorized signatory,
Regd. Office at
No.16/A, Millors Road, KKMP Building,
Vasantha Nagar, Bangalur – 560 052.
Branch Office:
E-MERCK House,
New No.3, 2nd Street, Hoddows Road,
Nungambakkam, Chennai – 600 006.

.. Respondent

Prayer: Petition filed under Section 11 of the Arbitration & Conciliation Act, 1996 to appoint an Arbitrator in the subject matter of Agreement to Sell and Agreement For Construction entered between the petitioner and respondent dated 20.09.2013 and to direct the respondent to pay the cost of the proceedings.

For Petitioner : Mr.K.Mohana Murali

For Respondent : Mr.M.Aravind Kumar

ORDER

This petition is filed seeking appointment of an Arbitrator in terms of Section 11(6) of the Arbitration and Conciliation Act in terms of clause 14 of Agreement dated 20.09.2013 and clause 57 of Construction Agreement dated 20.09.2013 entered into between the parties, both reading thus:-

"57.The parties agree that in the event of any dispute arising in respect of this Agreement, the matter shall be referred to Arbitration of an Arbitrator, in consonance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties hereto;"

2.The clauses provide that any dispute arising in respect of the agreements shall be referred to Arbitration, in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as may be amended from time to time.

3.According to the learned counsel for petitioner, disputes have arisen between the parties that call for resolution. A notice invoking the arbitration clause was issued by the petitioner on 14.09.2016 to which the respondent, without disputing either the factum of disputes or the existence of a clause for dispute resolution objected, vide reply

dated 12.11.2016, solely for the reason that the Arbitrator has been appointed unilaterally without reference to it.

4.A counter has been filed by the respondent raising objections along the lines in its reply to legal notice dated 12.11.2016. Learned counsel for the respondent would maintain that the petition filed by the petitioner is not maintainable as the procedure set out in terms of Section 11(2) of the Arbitration and Conciliation Act had been violated.

5.Be that as it may, the respondent is before the Court now, the provisions relating to Dispute Resolution as agreed to by the parties is liable to be given effect to. Both parties agree on the appointment of Mr.P.H.Aravindh Pandian as arbitrator to decide on the dispute inter se.

6.Accordingly and by consent of the parties, I appoint Mr.P.H.Aravindh Pandian, Senior Advocate, residing at No.115, Luz Church Road, Mylapore, Chennai-600 004 (Mobile No.9840090290), 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

Dr.ANITA SUMANTH,J.

vga

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.

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

vga

18.07.2017



O.P. No.89 of 2017

WEB COPY