

In the High Court of Judicature at Madras

Dated : 17.02.2017

Coram :

The Hon'ble Mr.Huluvadi G.Ramesh, Acting Chief Justice

O.P.No.630 of 2016

M.P.Sudha

.. Petitioner

-VS-

M/s.Green Tree Homes and Ventures
Private Limited,

rep. by its Director Mr.Sathyamoorthy,
No.13, Sreeman Srinivasan Road,
Alwarpet, Chennai-600 018

and also at

No.526, CEEBros Boulevard,
Rajiv Gandhi Salai,
OMR, Chennai-600 096.

.. Respondent

Petition filed under Section 11 (5) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to resolve the disputes among the parties arising out of the Development Agreement dated 15.09.2011.

For Petitioner : Mr.V.Chandra Prabu

For Respondent : Notice Served
No Appearance

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ORDER

The parties have entered into a Development Agreement dated 15.09.2011 containing Clause (xii) (ii) as arbitration clause, which reads as under:-

“(xii) (ii) If any dispute arises, the affected party shall give notice to the other for resolution of the dispute. The Parties agree to use reasonable efforts to resolve such dispute equitably and in good faith and settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled within 90 days from the date of receipt of the notice, either party shall refer the dispute to the Arbitration of a sole Arbitrator. If the Parties fail to agree on the choice of the sole Arbitrator, then each party shall appoint an Arbitrator and the two Arbitrators so appointed shall appoint a third Arbitrator for Arbitration of the disputes. The Arbitration proceedings shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time, and the same shall be held in Chennai. The language of the proceedings shall be English”.

2. On 29.12.2015, the petitioner sent a notice to the respondent nominating her Arbitrator. The said notice was returned as unserved. Thereafter, the petitioner has filed the present petition seeking to appoint a Sole Arbitrator to resolve the disputes.

3. Notice sent in this petition also returned as unserved. The petitioner, thereafter, took steps for service through paper publication in English daily - "Deccan Chronicle" for appearance of the respondent on 17.02.2017. The name of the respondent has also been printed in the cause list.

4. Today when the matter is taken up for hearing, none appeared for the respondent. Since the agreement contains an arbitration clause, disputes having arisen between the parties and the jurisdiction being of Chennai Courts, I am of the view that the matter is liable to be referred to arbitration.

5. I, thus, appoint Mr.G.Palaniappan, a retired District Judge (Mobile No.9443335815), No.2B, Owner's Court, Montieth Street, Montieth Road, Egmore, Chennai-8 as the Sole Arbitrator, to enter upon the reference and adjudicate the disputes *inter se* the parties. The

arbitration proceedings will be conducted under the aegis of the Madras High Court Arbitration Centre and the parties will be governed by the Rules of the Centre. In case of non-availability of the Madras High Court Arbitration Centre, the case may be held at Nani Palkhivala Arbitration Centre at No.22, Karpagambal Nagar, Mylapore, Chennai-600 004. The parties to appear before the Centre on 15.03.2017 at 10.30 A.M.

6. The original petition is, accordingly, allowed, leaving the parties to bear their own costs.

(H.G.R., ACJ.)
17.02.2017

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Note: Mark a copy to

- (i) The Addl. Registrar-Vigilance
Madras High Court Arbitration Centre,
Madras High Court Campus, Chennai.
- (ii) The Arbitrator, as referred above.

The Hon'ble Acting Chief Justice

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