

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.02.2019

CORAM

THE HONOURABLE MR JUSTICE GOVINDARAJ

O.P.NO.10 OF 2019

M/s.Sun Power Solar Technick Pvt. Ltd.,
Represented by its Director
Satyan Kasturi
102, Defence Officers Colony,
Ekkatuthangal,
Chennai - 600 032. .. Petitioner

-VS-

1.P.Madan
Proprietor
Escape Artists Motion Pictures
69-A, Habibullah Road,
T.Nagar, Chennai - 600 017.

2.S.Venkataramanan .. Respondents

PRAYER: Original Petition filed under Section 11(6) of the Arbitration & Conciliation Act, 1996, to appoint a Sole Arbitrator to resolve the disputes between the petitioner and the respondents in terms of the agreement dated 01.10.2016 read with supplementary finance agreement dated 07.10.2017.

For Petitioner : M/s.Rugan & Arya

For Respondents : Mr.Abdul Hameed
for M/s.AAV Partners

ORDER

This Original Petition is filed by the petitioner seeking appointment of a Sole Arbitrator to resolve the disputes between the petitioner and the respondents in terms of the agreement dated 01.10.2016 read with Supplementary Finance Agreement dated 07.10.2017.

2. The petitioner upon request of one Mr. Goutham Vasudev Menon, rendered financial assistance for production of the film "Enai Nokki Paayum Thota" under the banner "Ondraga Entertainment" as the Sole Proprietor. The petitioner has advanced a sum of US Dollars 3,95,000 to the said "Ondraga Entertainment" upon pledge of the music rights of the subject film and on further request, further sum in US Dollars 3,00,000 was advanced and the Overseas Rights of the subject film was sold by the said "Ondraga Entertainment" to the petitioner. Later, it came to the knowledge of the petitioner that the said film was not produced by "Ondraga Entertainment" represented by its Proprietor Mr. Goutham Vasudev Menon. But it was produced under the banner "Escape Artists Motion Pictures". Upon negotiations, the first respondent, who is the business partner of the production company, agreed to

regularise the earlier commitments and an agreement was also entered on 01.10.2016 between the first respondent and the petitioner, thereby acknowledging the receipt of the above said sum. Again the first and second respondents approached the petitioner for further financial assistance and the petitioner under the Supplementary Finance Agreement dated 07.10.2017 advanced further sum totalling to Rs.1,51,71,250/- (Rupees One Crore Fifty One Lakh Seventy One Thousand Two Hundred and Fifty Only). In both the agreements, the first respondent stood as borrower and the second respondent stood as Guarantor. As on date, a sum of Rs.4,37,10,000/- is due towards principal along with interest @ 18% per annum. In view of the arbitration clause contained in the agreement, the petitioner is before this Court, under Section 11(6) of the Arbitration and Conciliation Act, 1996, for appointment of Arbitrator.

3. On notice, Mr.Abdul Hameed for M/s.AAV Partners, learned counsel the respondents appeared before this Court.

4. Learned counsel for the respondents would submit that in

respect of similar matters between the same parties, this Court has already appointed **Mr.R.Yashod Vardhan**, learned **Senior Advocate**, as Arbitrator. In such circumstances, the respondents are also willing to undergo the arbitration proceedings to resolve their disputes.

5. Considering the factual background of this case, and also considering the pendency of other arbitrations with regard to the subject film, this Court is inclined to allow the Original Petition and appoint a Sole Arbitrator to resolve the disputes between the petitioner and the respondents in terms of the Agreement dated 01.10.2016 read with Supplementary Finance Agreement dated 07.10.2017.

6. Accordingly, by consensus of parties, **Mr.R.Yashod Vardhan, Senior Advocate, having office at No.155, Linghi Chetty Street, III Floor, Chennai - 1, Mobile: 9841075397** is appointed as Sole Arbitrator to enter upon the reference and after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible within a period of six months from the date of receipt of the order. The learned Arbitrator is at liberty to fix his remuneration as well as schedule of expenses which shall be borne by both parties equally.

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, ordered, leaving the parties to bear their own costs.

22.02.2019

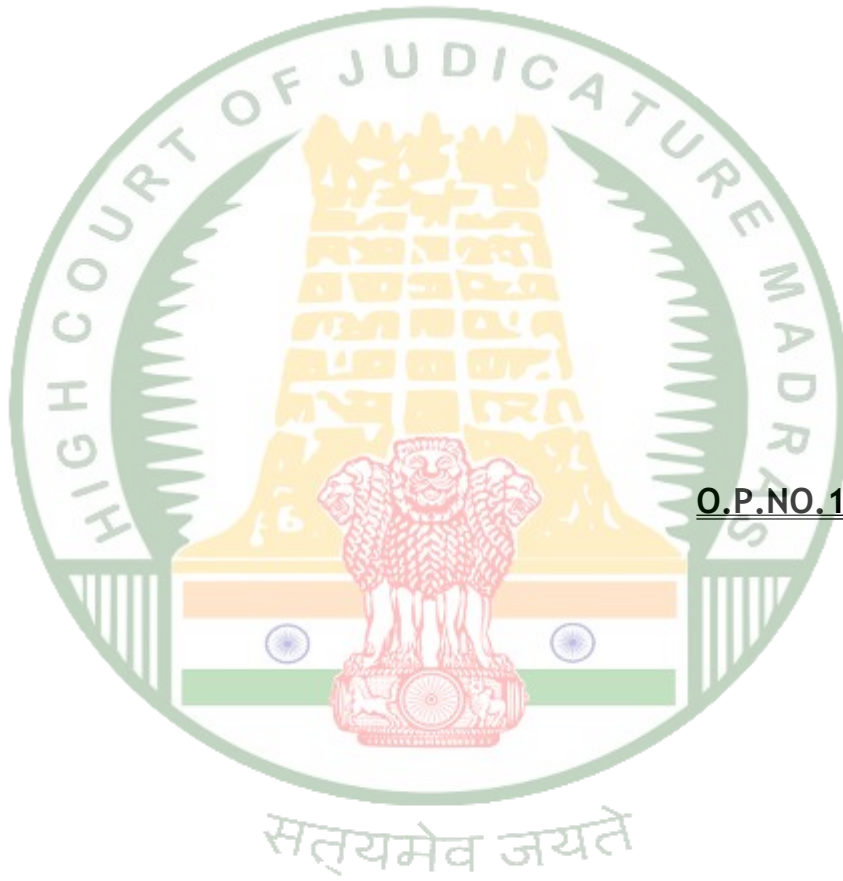
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This matter is listed today under the caption "for being spoken", at the instance of the learned counsel for the petitioner.

2. This Court, by order dated 22.02.2019, appointed Mr.R.Yashod Vardhan, learned Senior Advocate, as Sole Arbitrator. However, the learned counsel for the petitioner seeks different Arbitrator to be appointed.

3. Learned counsel for the respondent also has no serious objection for appointing the new Arbitrator.

4. Accordingly, **Mr.Surendranath.K, Advocate, No.237, Law Chambers, High Court Buildings, Chennai-600104, Mobile:9444772566** is appointed as Sole Arbitrator. The other terms and conditions in the said order dated 22.02.2019, remains unaltered.

5. Registry is directed to issue fresh order copy to the parties incorporating corrections.

26.02.2019

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M.GOVINDARAJ, J.

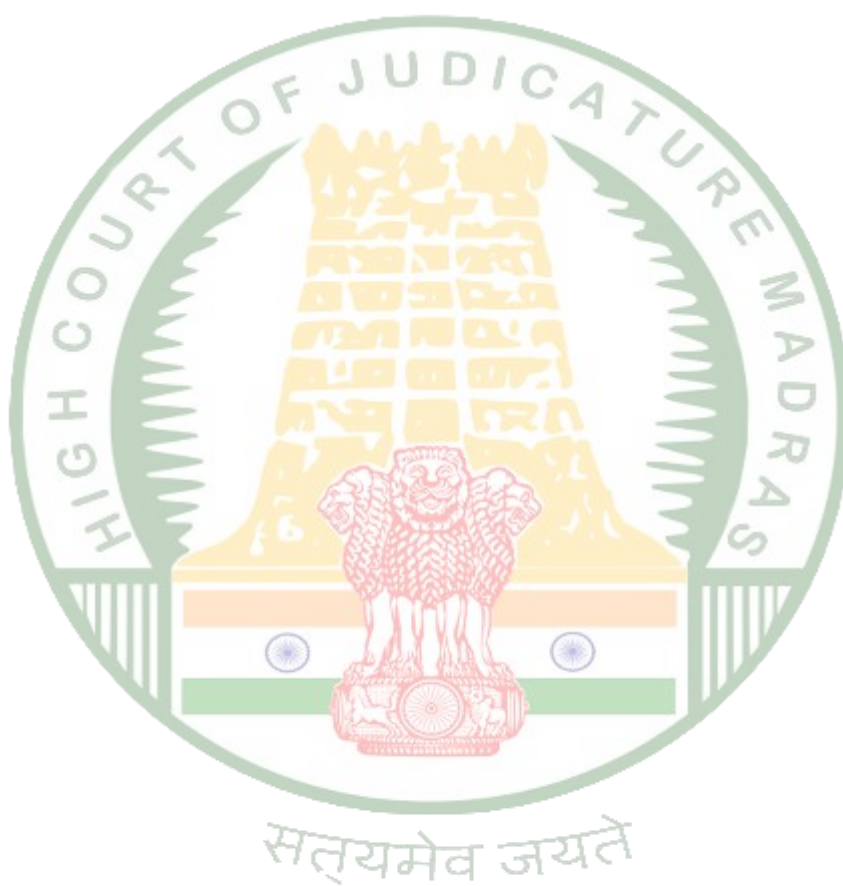
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