

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.02.2019

CORAM

THE HONOURABLE MR JUSTICE GOVINDARAJ

O.P.NO.12 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.M/s.Kondaduvom Entertainment
Represented by its Partner
Mr.Goutham Vasudev Menon
69-A, Habibullah Road,
T.Nagar, Chennai - 600 017.

2.Goutham Vasudev Menon

3.S.Venkataramanan

4.Reshma Ghatala

5.P.Madan

.. 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 30.11.2016.

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 30.11.2016.

2. The petitioner by an agreement dated 30.11.2016 agreed to render financial assistance to the first respondent Partnership firm through its Partners viz., respondents 2 to 5 for the production of the film "Druva Natchathiram". Accordingly, a sum of Rs.17,85,74,364/- was advanced on various occasions. As per the agreement, the respondents undertook to pay the entire sum along with interest @ 18% per annum and also undertook not to release the film in any form and anywhere in the World without first settling the dues of the petitioner under the said agreement. In spite of the promise made, the respondents have not completed the production of the film nor repaid any money. 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. Clause 10 of the agreement provides for an arbitration, which reads as under:

"In case any dispute arises between the Financier and the Producer with reference to this agreement or the rights or liabilities of either parties under this agreement or in any manner arising out of this agreement, the same shall be referred to arbitration by a Sole Arbitrator to be mutually agreed to by both the parties. The venue of the arbitration shall be Chennai."

4. In view of the above clause, all the disputes arising between the parties shall be referred to Sole Arbitrator. Therefore, the petitioner seek appointment of a Sole Arbitrator to resolve the disputes between them.

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

6. 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.

7. 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 30.11.2016.

8. 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.

9. The Original Petition is accordingly, ordered, leaving the parties to bear their own costs.

22.02.2019

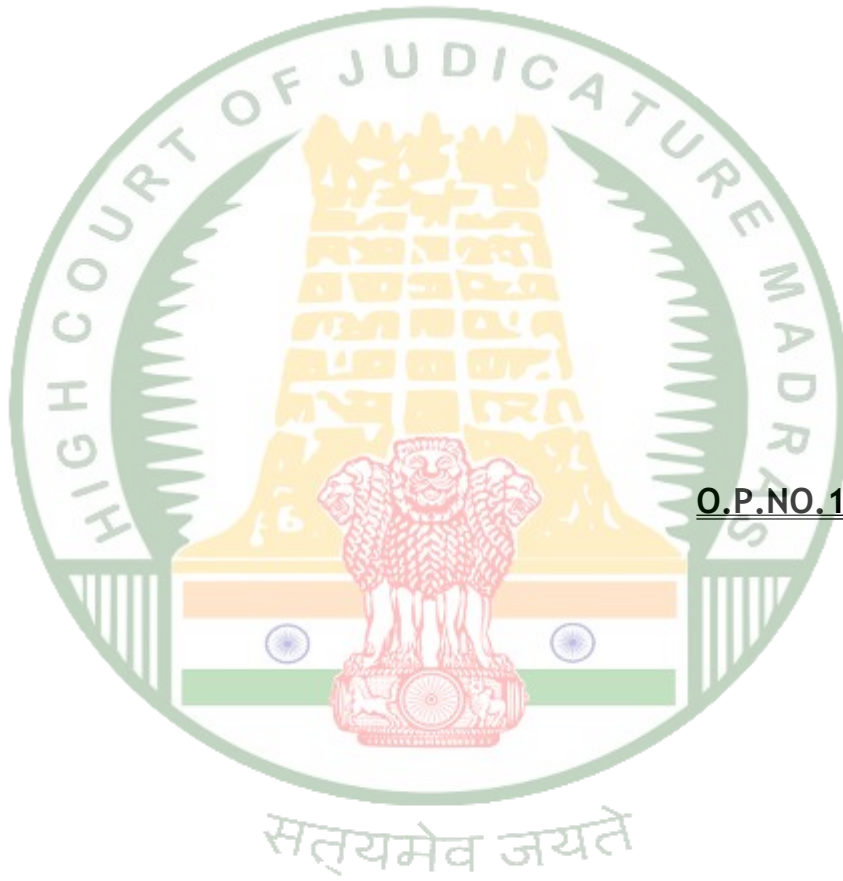
TK



WEB COPY

M.GOVINDARAJ, J.

TK



O.P.NO.12 OF 2019

WEB COPY

22.02.2019

O.P.No.12 OF 2019**M.GOVINDARAJ, J.**

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 the above corrections.

26.02.2019

bkn

M.GOVINDARAJ, J.

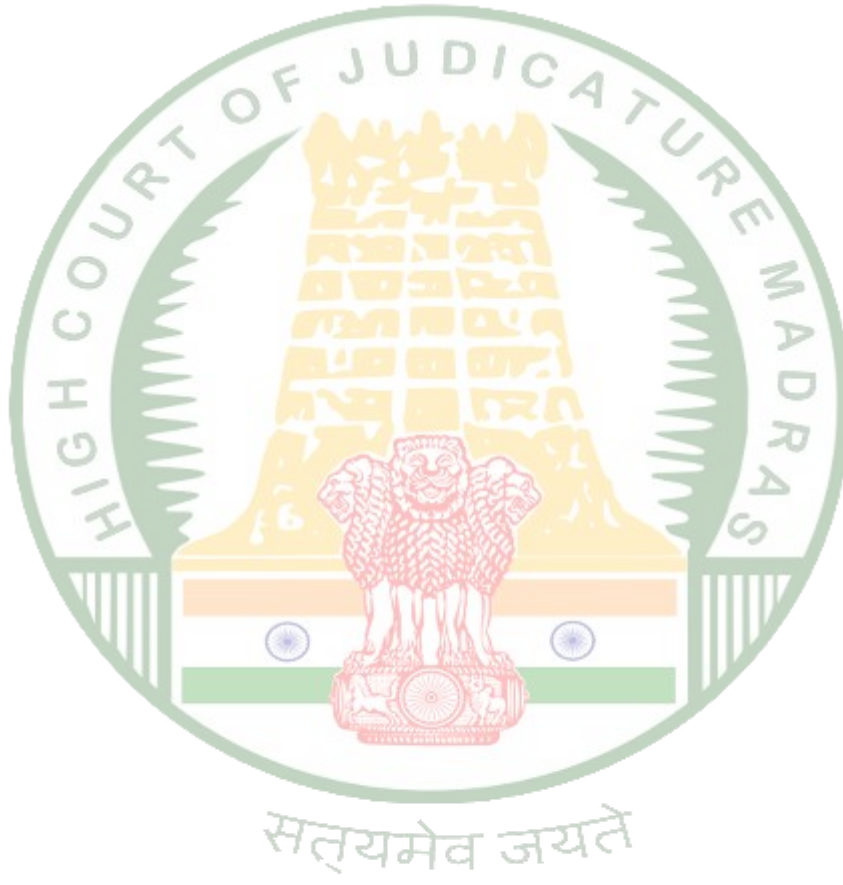
bkn



O.P.No.12 OF 2019

WEB COPY

26.02.2019



WEB COPY