

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY THE 26th DAY OF APRIL 2019

THE HON'BLE MR. JUSTICE R.SURESH KUMAR

A. No.1385 of 2019

In the matter of Arbitration
and Conciliation Act 1996

and

In the matter of concerning
the Joint Venture Agreement
dated 17.04.2017

and

In the matter of Arbitration
of the dispute between
Mineral Enterprises and
Seapolport Private Limited.

Mineral Enterprises Limited,
having its Registered office at
No.49, 3rd Floor, Khaniya Bhavan,
West Wing Race Course Road,
Bangalore, Karnataka-560 001
rep. herein by its Authorised
Signatory, Mr.M.S.Srinivas Raghavan

... Applicant

-Versus-

Seapol Port Private Limited,
having its Registered Office at Old No.42,
New No.85, Moore Street, Parrys,
Chennai, Tamil Nadu-600 001
rep. by its Manager-Commercial
Mr.M.K.Hussain

... Respondent

Application praying that this Hon'ble Court be pleased
to appoint a court commissioner to remove all obstacles and
enable the applicant to take possession of the Mobile
Harbour Crane bearing Model Number LHM 400 Sr. No.140.836,
presently in possession of the respondent and installed at
the Vishakhapatnam port premises.

This Application coming on this day before this Court
for hearing, the Court made the following order:-

Pursuant to the order dated 23.04.2019, the certificate to that effect that the original Bill of Entry was not traceable by the applicant, has been produced. However, according to the learned counsel for the respondent, the last sentence found in the certificate dated 25.04.2019 produced by the applicant states that, in future, if it is traceable, i.e., original Bill of Entry, the same would be produced only before the Arbitrator to be appointed in this regard. Therefore, in this context, the learned counsel for the respondent wants deletion of that sentence and they can issue a corrected certificate by stating that, once the original Bill of Entry is found out, the same would be produced immediately before the respondent.

2. That apart, the learned counsel for the respondent also wants yet another certificate / discharge certificate, called EODC i.e., Export Obligation Discharge Certificate.

3. On production of the corrected certificate regarding loss of original Bill of Entry as well as the certificate of EODC, the respondent will immediately act upon by availing the loan from the Bank and out of the money availed from the Bank, they will be in a position to pay the same to the applicant towards purchase of the crane in question, within a period of two weeks thereafter.

4. It is made clear that, once the crane in question is purchased by the respondent, as per the agreed amount, the other issues as to the correct value of the crane as well as any interest, lease amount, due, damages, termination of contract etc., would be referred to a sole Arbitrator. With the mutual consent of both parties, Justice Mrs.Chitra Venkatraman, Former Judge of this Court has already been appointed as Sole Arbitrator, who shall enter upon reference and decide the same by conducting the Arbitration Proceedings and to pass the final award in accordance with the Arbitration and Conciliation Act, 1996.

With these orders, this application is disposed of.

Sd/-R.S.K.J

26/04/2019

सत्यमेव जयते

//Certified to be true copy//

Dated at Madras this the day of 2019.

JJ 20/06/2019

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.