

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.10.2019

CORAM

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

O.P.No.297 of 2019

M/s.Eldorado Interiors Private Limited
rep. By its Director Mr.Mohamed Imran Khan
Architectural & Interiors,
No.6, First Floor, Subbiah Naidu Street,
Veppery, Chennai-600 007. .. Petitioner

Vs.

Gymbox Wellness Club
rep. By Mukesh Bhambhani
No.33, First Floor,
Rutland Tower, Shafee Mohammed Road,
Thousand Lights, Chennai-600 006. .. Respondent

* * *

Prayer : Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator to decide the differences and disputes between the petitioner and respondent in terms of the Agreement dated 12.11.2018.

* * *

For Petitioner : Mr.S.Rajaprabhu
for M/s.Swaraj Associates

For Respondent : Mr.L.Uthayakumar – No Appearance

ORDER

The petitioner has filed this Original Petition seeking for appointment of an Arbitrator to decide the differences and disputes

between the petitioner and respondent in terms of the Agreement dated 12.11.2018.

2. The petitioner, which is an interior decorators, entered into an Interiors Design and Turnkey Project Execution Service Agreement dated 12.11.2018 with the respondent for a value of Rs.30,00,000/- and the same shall be paid periodically. As per Clause 4 of the Agreement, the work has to be completed within 45 days, which could be extended only on exceptional circumstances, by mutual consent. Till 19.12.2018 the designs were not finalised and only modifications of the same and consequential revised quotes were discussed. The respondent paid Rs.5,50,000/- only. When the work was in progress, the respondent terminated the contract on 08.02.2019 and allegedly sent termination notice dated 13.02.2019, wherein, inter alia, claiming that the return notices of termination sent earlier to the petitioner were returned unserved. According to the petitioner, the respondent did not allow the petitioner and its employees to enter into the work site, where they stored high value materials for the work and went to the extent of lodging police complaint. Hence, the petitioner invoking Clause 13 of the Agreement, which provides for resolution of disputes by means of mutual and amicable consultation, failing which, by way of arbitration, sent a letter dated 14.02.2019 to the respondent to

appoint a Sole Arbitrator. Since there is no response from the respondent even after the expiry of statutory period of 30 days, the petitioner has filed this petition for the above said relief.

3. Heard the learned counsel for the petitioner. Upon service of notice, though Mr.L.Uthayakumar, Advocate, entered appearance on behalf of the respondent, there is no representation for the respondent on three consecutive hearings.

4. Considering the submissions of the learned counsel for the petitioner, Mr.V.Srikanth, Advocate, having office at No.351, New Additional Law Chambers, High Court Buildings, Chennai-600 104, (Phone No.9840075512), is appointed as the Sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. The learned Arbitrator 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 receipt of the order. The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses. The proceedings shall be conducted preferably in the Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules. The disclosure and declaration

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may be made by the learned Arbitrator in the form specified in the Sixth Schedule to the Arbitration and Conciliation Act, 1996.

5. The Original Petition is ordered accordingly. The parties shall bear their own costs.

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Index : Yes / No
Internet : Yes
Speaking Order/Non-Speaking Order
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