

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.08.2019

CORAM

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

O.P.No.582 of 2019

C.Santhosh

.. Petitioner

Vs.

Corporation of Chennai
rep. by its Commissioner,
Rippon Buildings,
Chennai-600 003.

.. Respondent

* * *

Prayer : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator to decide the dispute between the petitioner and the respondent pursuant to the claim made by the petitioner in the letter dated 25.02.2019 arising under the work order No.Z.O.X.C.No.A2/4106/10/2013/Arbitration Agreement, dated 29.11.2013.

* * *

For Petitioner : Mr.K.J.Parthasarathy

For Respondent : Ms.Karthika Ashok,
Standing Counsel

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ORDER

This Original Petition is filed seeking for appointment of an Arbitrator to decide the dispute between the petitioner and the respondent pursuant to the claim made by the petitioner in the letter

dated 25.02.2019 arising under the work order No.Z.O.X.C.No.A2/4106/10/2013, dated 29.11.2013.

2. The petitioner, being a Class I Contractor and the successful bidder, was awarded the Work Order No.Z.O.X.C.No.A2/4106/10/2013 on 29.11.2013. They had executed the work in all aspects on 27.05.2015 and raised a final bill for Rs.3,61,80,735/- of even date. They also obtained completion certificate on 03.06.2015. Since there was a due of Rs.32,76,400/-, besides retaining a sum of Rs.11,20,631/- by the respondent, the petitioner through their counsel sent a notice on 25.02.2019 seeking for payment of the dues with interest. The Executive Engineer of the concerned zone sent a reply on 18.03.2019 asking the petitioner to approach their office along with the relevant documents, which the petitioner complied with on 28.03.2019. Since there was no proper reply from the respondent thereafter, the petitioner is before this Court invoking Section 11(6) of the Arbitration and Conciliation Act, 1996 (in short, "the Act").

3. Learned counsel for the petitioner submitted that Clause 23 of the Agreement lays down procedure for resolution of disputes by an Adjudicator said to have been named in the Letter of Acceptance, whereas, there is no nomination in the said letter. Hence, by virtue of

Clause 31.b and 23.2 of the Agreement, the disputes have to be referred to the Arbitrator and seeking such reference a notice was sent to the respondent on 25.02.2019. But the respondent gave an evasive reply seeking to submit relevant documents and had not acted upon on the same.

4. Heard the learned Standing Counsel for the respondent who has agreed for the appointment of an Advocate of this Court as the Arbitrator.

5. Considering the submissions of the learned counsels for the parties, Mr.P.J.Rishikesh, Advocate, having office at 10A, 14th Avenue, Harrington Road, Chetpet, Chennai-600 031, (Phone No.044-28192666) 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.

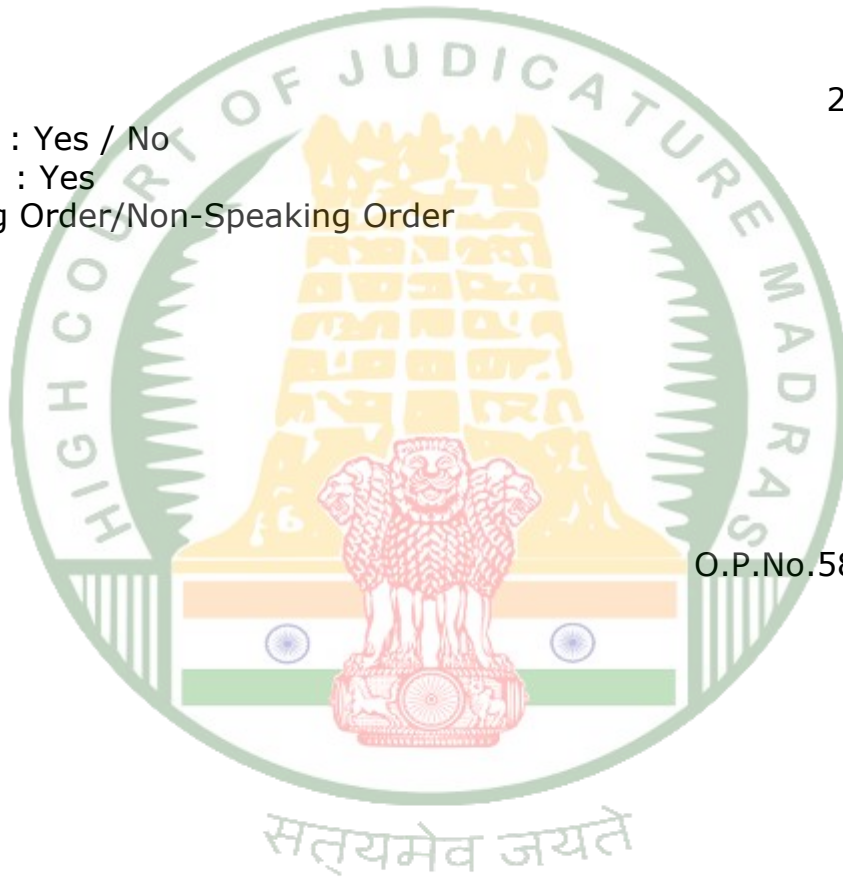
PUSHPA SATHYANARAYANA, J.

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

28.08.2019

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