

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.01.2019

CORAM

THE HONOURABLE JUSTICE M.GOVINDARAJ

O.P. No.1025 of 2018

1.D.Sharmeela

2.J.Jeeva Rekha

3.D.Karthic Balaji

.. Petitioners

-VS-

1.M/s.LANCET Labs,
Rep.by its Partners,
Having office at:
I/1866, 26th Street,
Thiruvalluvar Kudiyruppu,
Anna Nagar, Chennai – 600 040.

2.Mr.M.Durairaj,

3.Mrs.Shyamala Srinivasan

.. Respondents

Prayer: Original Petition filed under Section 11 (6) of the Arbitration Conciliation Act, 1996 to appoint a Sole Arbitrator to resolve the dispute between the petitioners and respondents as per the Sale Agreement dated 07.02.2013, registered as D.No.1413 of 2013 at SRO Ambattur.

For Petitioners : Mr.B.Deepak Narayanan

For Respondents : No Appearance

ORDER

This Original Petition has been filed by the petitioners seeking to appoint Sole Arbitrator to resolve the dispute between the petitioners and respondents as per the Sale Agreement dated 07.02.2013, registered as D.No.1413 of 2013 at SRO Ambattur.

2. The parties have entered into a Sale Agreement with the respondents on 07.02.2013, by which the respondents promised to execute the sale deed in favour of the petitioners.

3. Clause 16 of the Sale Agreement relates to resolving the dispute by an Arbitrator, mutually appointed by both the parties. Even though the petitioners have cleared the respondents' liability to Syndicate Bank, and requested them to execute the sale deed conveying the property, the respondents have not come forward to perform their part of contract.

4. The learned counsel for the petitioners submitted that by virtue of proceedings before the Arbitrator, they have taken over possession of the property and continue to be in possession of the same. The notice to the respondents returned with the endorsement left without instructions and returned to the sender. Thereafter, this Court directed the petitioners to issue notice to the respondents in the

address found in the Registrar of Firms. On 06.08.2013, the 3rd respondent had addressed a letter to the 3rd petitioner with regard to release of Sales Tax attachment with the respondents. Thereafter, another letter dated 28.09.2018 was issued to the 3rd petitioner with regard to reconstitution of partnership firm and also the intimation of death of one of their partner Mr.S.Chellampillai. The Registrar of Firm has incorporated the new address of the respondents in the Register. The petitioners have also taken notice to the new address on 20.10.2017. Even at that address, the respondents have not received the notice issued by the petitioners. Therefore, this Court ordered service of notice by way of paper publication. The service was effected through paper publication and affidavit of service is also filed to that effect.

5. The relevant portion of Sale Agreement dated 16.01.2018, reads as under:

"Any dispute arising between the parties in connection with any one of the terms of this agreement or in the interpolation of the terms of this agreement it shall be referred to an Arbitrator to be mutually agreed between them."

M.GOVINDARAJ, J.

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6. In view of the Arbitration Clause in the Sale Agreement, **Mr.R.Devaraj, Advocate, Block 4, A4 Netech Apts, 150, Pillaiyar Koil Street, Jaffarkhanpet, Ashok Nagar, Chennai – 600 083, (Mobile No.9443918333, 9944698305)** 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 aegis of the Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules.

7. The Original Petition is ordered in the aforesaid terms leaving the parties to bear their own costs.

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Index: Yes/No

Internet: Yes/No