

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.9.2020

CORAM

THE HONOURABLE MR.JUSTICE N.SATHISHKUMAR

O.P.No.119 of 2020

Zenith Food Solutions Pvt. Ltd.
Rep. by its Director Mr.R.Kumaran,
Authorised Signatory,
Door No.PC 10, 2nd Floor, 10th Block,
Mugappair East,
Chennai 600 037.

... Petitioner

Vs.

Apollo Engineering College
Rep. by its Vice Principal
Mevalookupam,
No.35/16, Srinivasan Street,
South Usman Road, T.Nagar,
Chennai 600 017.

सत्यमेव जयते... Respondent

Prayer in O.P.No.182 of 2020: Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an arbitrator to adjudicate the dispute arising between the petitioner and the respondent pursuant to the license agreement, dated 1.9.2017 and Clause 7 of the General Terms and conditions of the contract.

For Petitioner : Mr.M.Vanitha
For Respondent : No appearance

ORDER

The petition has been filed for appointment of Arbitrator to enter upon the dispute between the parties, arising out of the license agreement, dated 1.9.2017 and Clause 7 of the General Terms and conditions of the contract.

2. The petitioner provided catering service to the respondent College. The respondent is liable to pay an outstanding sum of Rs.22,74,337/- (Rupees twenty two lakhs seventy four thousand three hundred and thirty seven only). Inspite of several requests and reminders, the respondent has failed to pay the said amount due to the petitioner. The petitioner caused a legal notices, dated 13.12.2018 and 23.1.2019 demanding the due amount payable by the respondent. However, the respondent did not reply the said notices till date. Subsequently, the petitioner sent a notice on 7.3.2019 demanding outstanding payment and for appointment of Arbitrator as per Clause 7 of the licence agreement. However, no response to the said notice also.

3. Despite name of the respondent printed in the cause list,

none appeared for the respondent.

4. The application has been filed in pursuant to the dispute arose between the parties. The parties are governed by the license agreement, dated 1.9.2017. Clause 7 of the license agreement reads as follows:

"All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the contract or afterwards, touching any clause or matter herein contained, or the rights, duties and liabilities of either party in connections therewith, shall be referred to the sole arbitrator to be appointed by the Vice Chairman of APOLLO ENGINEERING COLLEGE. All such arbitration proceeding shall be held in Chennai and shall be in accordance with and subject to the provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications, re-enactment thereof the time being in force.

5. As per the license agreement, dated 1.9.2017, the respondent is liable to pay a sum of Rs.22,74,337/- (Rupees twenty two

lakhs seventy four thousand three hundred and thirty seven only). In spite of several reminders and legal notices, dated 13.12.2018 and 23.1.2019 the respondent did not pay the said amount due to the petitioner. Therefore, Mr.Sharath Chandran, Ms.No.1400/11, Gokulam, No.3, Gopalamenon street, Vepery, Chennai 7. is appointed as Arbitrator to enter upon the reference. The learned counsel for the petitioner has no objection for the same.

6. Accordingly, it is ordered as follows:

i) That Mr.Sharath Chandran, Ms.No.1400/11, Gokulam, No.3, Gopalamenon street, Vepery, Chennai 7 be and hereby appointed as Arbitrator to enter upon the reference and adjudicate the disputes inter se the parties.

ii) That the learned Arbitrator appointed herein, shall 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.

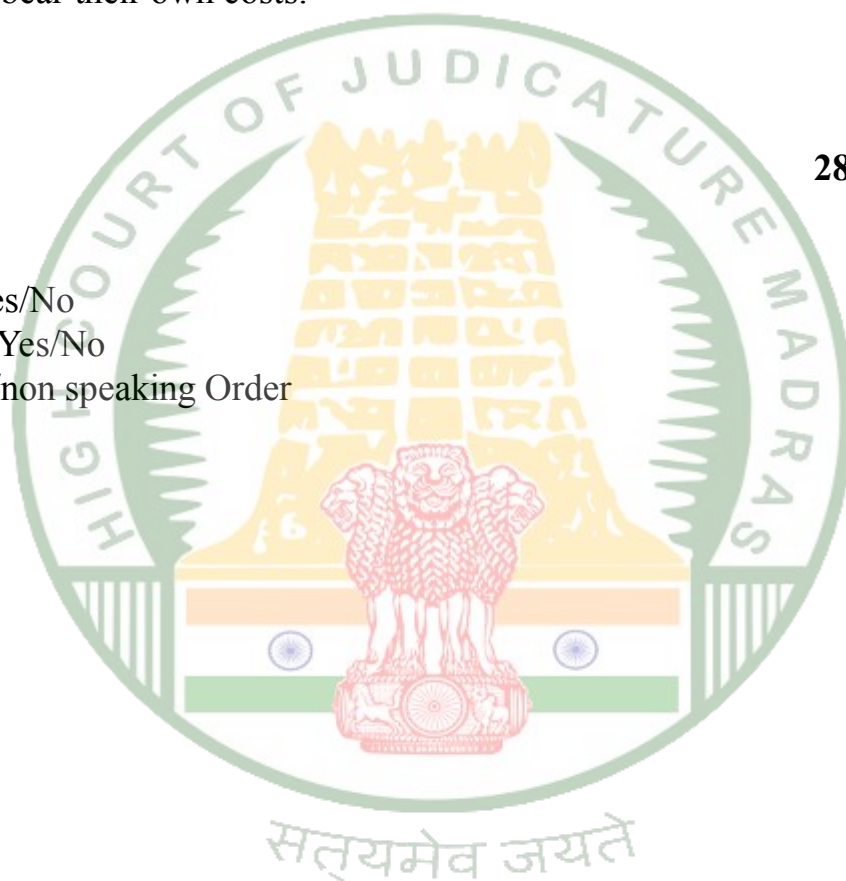
iii) That the learned Arbitrator appointed herein shall be at liberty to fix his remuneration and other incidental expenses, which shall be

borne by the parties equally.

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

28.09.2020

Index: Yes/No
Internet: Yes/No
Speaking/non speaking Order
vaan

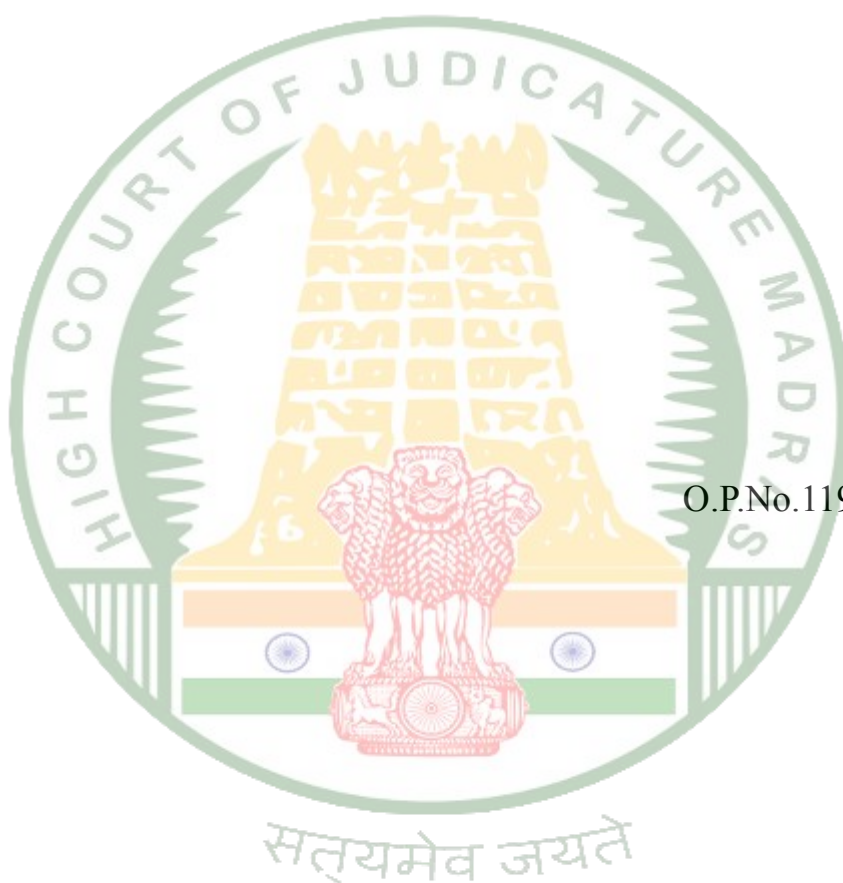


WEB COPY

O.P.No.119 of 2020

N. SATHISHKUMAR, J.

vaan



O.P.No.119 of 2020

WEB COPY

Dated: 28.9.2020