

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30/9/2020

C O R A M

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

O.P.No.382 of 2020

Samunnati Agro Solutions Pvt Ltd ... Petitioner

Vs

Sushil Kanugolu ... Respondent

Prayer: Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996.

For petitioner ... Mrs.Hema Srinivasan

For respondent ... Mr.Nithyaesh Natraj

ORDER

Instant Original Petition has been filed to appoint an Arbitrator to resolve the disputes arising out of the Personal Guarantee Deed, dated 17/10/2018 between the petitioner and respondent.

2. Learned counsel appearing for the petitioner submitted that they had invoked Arbitration Clause as per Clause 9 of Personal Guarantee Deed dated 17/10/2018 and nominated an Arbitrator, viide notice invoking arbitration dated 6/8/2020. But respondents had objected for the same and stated their Company SR Marine Foods Limited ought to be impleaded. Hence the petitioner has approached this Court for the relief stated supra.

3. Learned counsel appearing for the respondent submitted that as the principal borrower is not made as a party, matter cannot be arbitrated. Further, there is no default at all.

4. It is to be noted that an agreement was entered into between the parties and the parties are governed by the specific contract, viz., Guarantee Deed and the same will bind themselves as per the terms agreed under the Guarantee Deed. When this Court expressed its views to go for an Arbitrator, both the counsel consented to have Mr.Justice K.Kannan as an Arbitrator in this matter.

5. Accordingly, it is ordered as follows:

i) Honourable Mr.Justice K.Kannan, High Court Judge (Retired), residing at New No.22 Gilchrist Avenue, Opp. Harrington Road, Chetpet, Chennai 31, Contact No.9780008145, is appointed as the Arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties.

ii) 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. It is open to the respondent to raise all legal objections as to the validity of contract.

iii) The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses. Same shall be borne by the Applicant herein. In the event of Applicant succeeding in arbitration such fees may be included as costs.

N.SATHISH KUMAR,J

mvs.

6. The Original Petition is, accordingly, allowed, leaving the parties to bear their own costs.

30/9/2020

mvs.



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