

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.03.2021

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

O.P.No.86 of 2021
and
A.No.279 of 2021

Mr. Ashraf Parappummal

... Petitioner

Vs

1. M/s. Ford Credit India Pvt. Ltd.
Represented by its Authorised Signatory
Having Office at
4th Floor, 4B Campus, RMZ Millenia,
Dr, MGR Road, Perungudi,
Chennai - 600 096, Tamil Nadu.

2. M/s. Continental Cars Pvt. Ltd.
Represented by its Director
Mr. Shabeen Perumbadi Mohammed Ali
Building No PP/V/7F, Panangangara,
38, Mile, Ramauram, P.O. Makkaraparamba
Malappuram, Kerala - 679321.

3. Mr. Shabeen Peumbadi Mohammed Ali

4. Mr. Shanil Mohammed Ali

5. Mr. N. C. Ramesh,
Senior Advocate,
Learned Arbitrator,
(Arbitration Case 2/2020)
No.6/47, North Road, Behind Nandhi Statute,
West CIT Nagar,
Chennai- 600 035.

... Respondents

Prayer : Original Petition filed under Section 14(2) of the Arbitration and Conciliation Act, 1996 to
a) terminate the mandate of Arbitration proceedings vide Arbitration Case No.2 of 2020 on the file of 5th respondent;
b) appoint a new Arbitrator;

For Petitioner : Ms. B. Shruthan

For Respondents : Mr. C. Ramesh for R1
Mr. Clint Li Johny for R2 and R3

ORDER

सत्यमेव जयते

The above petition has been filed to terminate the mandate of the Arbitrator who is arrayed as the 5th respondent based on the Judgement of the Hon'ble Supreme Court in '**Perkins Eastman Architects DPC & Anr. vs. HSCC (India) Ltd. reported in [(2019)**

SCC Online SC 1517J", as it is violative of the 7th Schedule of the Arbitration and Conciliation Act, 1996.

2. Considering the above, the mandate granted to the 5th respondent is terminated.

3. The counsels would submit that the Court may appoint another Arbitrator.

4. Mr. R. Venkatavaradan, Advocate, is appointed as the Arbitrator.

4. Accordingly, it is ordered as follows:

(i) Mr. R. Venkatavaradan, Advocate, No.14, Rama Rao Road, Mylapore, Chennai - 600004, email id- rvenkatavaradan@gmail.com, is appointed as the Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. The Arbitrator now appointed shall continue from the stage at which the earlier Arbitrator had concluded proceedings

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 as per law.

iv) The proceedings may be conducted at the Nani Palkhivala Arbitration Centre, New D.No.22, Karpagambal Nagar, Mylapore, Chennai 600004. The Centre has been recognised as an Institution by orders of the Hon'ble Chief Justice dated 19.09.2005.

5. Considering the order passed in OP.No.86 of 2021, nothing survives for consideration in A.No.279 of 2021 and it is therefore dismissed as infructuous.

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Index : Yes/No

Speaking order/non-speaking order

To,

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(Arbitration Case 2/2020)
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West CIT Nagar,
Chennai- 600 035.

4. Mr. R. Venkatavaradan, Advocate,
No.14, Rama Rao Road, Mylapore,
Chennai - 600004,
Email id- rvenkatavaradan@gmail.com

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P.T.ASHA, J.

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