

**THE HIGH COURT OF JUDICATURE AT MADRAS**

Dated 29.06.2021

CORAM:

**THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR**

**O.P.No. 220 of 2021**

M/s.Moltress Hospitality Private Limited,  
Represented by its Managing Director – Aafaaq Khan,  
Ground Floor No.29, Bhuda Perumal Street,  
Mount Road (Anna Salai), Chennai – 600002. . . . . Petitioner  
Versus

1.Mr.A.R.Palaniappan

2.Mrs.P.L.Sakunthala

. . . . . Respondents

**PRAYER :** Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint Advocate R.Sripriya bearing Enrollment Number: 2608 of 2013 as the Arbitrator to arbitrate all disputes and claims between the petitioner and the respondents arising out of Lease Agreement dated 15.07.2019 under Section 11(6) of the Arbitration and Conciliation Act,1996.

For Petitioner : Mr.Percivul Pericles

For Respondents : Mr.G.R.M.Palaniappan

**ORDER**

This original petition has been filed to appoint Advocate R.Sripriya bearing Enrollment Number: 2608 of 2013 as the Arbitrator to arbitrate all

disputes and claims between the petitioner and the respondents arising out of Lease Agreement dated 15.07.2019 under Section 11(6) of the Arbitration and Conciliation Act,1996.

2.Heard the learned counsel for the petitioner and the learned counsel for the respondents.

3.As dispute arose in the Lease Agreement dated 15.07.2019 entered between the parties, this petition has been filed for appointment of a Sole Arbitrator. The parties are governed by the Lease Agreement entered between the parties and Clause 21 of the Lease Agreement provides for reference to the Arbitrator.

4. Though the learned counsel for the respondents raised a maintainability of the petition on the ground that Clause 21 of the Lease Agreement has not been complied with by the petitioner, the dispute arose out of the lease deed.

5. On perusal of the documents, I am of the view that the contention made by the learned counsel for the respondent is not maintainable for the simple reason that the possession itself is not taken by the parties and the main dispute appears to be with regard to the spending of the amount for repairs. According to the respondent, the entire amount has been spent for the repairs only. However, the petitioner disputed the same.

6. Considering the fact that there is an arbitration clause in the Lease Agreement, this petition is ordered as follows:

i) that Mr.C.Mohan, Advocate residing at No.108,Armenian Street, Chennai 600 001. Mobile No.9840029865 is appointed as a Sole Arbitrator to enter upon reference and adjudicate the matter.

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 Sole Arbitrator appointed herein shall be paid fees and incidental charges fixed by him and the same shall be borne by the parties equally.

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

29.06.2021

msv  
To

Mr.C.Mohan,  
Advocate  
No.108,Armenian Street,  
Chennai 600 001.  
Mobile No.9840029865



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**N. SATHISH KUMAR,J.**

msv



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