

THE HIGH COURT OF JUDICATURE AT MADRAS

Date 19.04.2021

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

O.P.No.187 of 2021

Mr.Narendra Malhotra
S/o.Late S.M.Malhotra
No.2B, Block 2, Rani Meiyammai Towers,
Chennai – 600 015.

... Petitioner

Versus

1. M/s.Oriental Cuisine Pvt. Ltdd [OCPL],
Represented by its Director Mr.Hari Narayanan
New No.2, Old No.141, Mount Road Lane,
Saidapet, Chennai – 600 015.

2. Mr.Sandesh Reddy,
Director, M/s.Oriental Cuisine Pvt. Ltd.,
New No.2, Old No.141, Mount Road Lane,
Saidapet, Chennai – 600 015.

... Respondents

PRAYER : Petition filed under Section 11(5) of Arbitration and Conciliation Act, 1996 to appoint an arbitrator as per clause 12 of the agreement dated 01.05.2019 existing between the petitioner and the respondents.

For petitioner : Mr.V.J.Arul Raj

For respondents : Mr.B.Deepak Narayanan

ORDER

This Original Petition has been filed for appointment of an arbitrator to resolve the disputes arising out of the Consultancy Agreement dated 01.05.2019 between the petitioner and the respondents.

2. It is the contention of the petitioner that he had worked for the first respondent as per the Consultancy Agreement dated 01.05.2019 from the year 2012 and there was outstanding amount payable by the respondents. The petitioner repeatedly requested the respondents to settle the dues. Since there was no response from the respondents, notice for appointment of an Arbitrator was sent to the respondents on 19.11.2019 nominating the arbitrator. Though the respondents have sent a reply, they have not appointed any arbitrator. Hence this petition for appointment.

3. The learned counsel for the second respondent submitted that he is not a signatory to the agreement and he is no way connected with the agreement.

4. The Consultancy Agreement entered between the parties has not been disputed. Though the second respondent has been added as a party, the entire dispute appears to be between the applicant and the first respondent company. Hence, the second respondent, in an individual capacity, cannot be made as a party. The parties are governed by the Consultancy Agreement entered between them and Clause 12 of the Agreement provides for reference to the arbitrator.

5. Considering the above facts and circumstances, it is ordered as follows:

i] that Mr.V.Lakshminarayanan, Advocate, No.1958B, 2nd Avenue, Opposite Main Post Office, Next to LKS Gold House, Anna Nagar, Chennai – 40, Mobile No.9841426922 is appointed as an Arbitrator to enter upon reference and adjudicate the matter as against the first respondent alone.

WEB COPY

ii] That the learned Arbitrator appointed herein, shall after issuing notice to the first 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 fees of the learned Arbitrator shall be fixed as per the Schedule and the same shall be borne by the parties equally.

6. This Original Petition is ordered accordingly as against the first respondent, leaving the parties to bear their own costs. As far as the second respondent is, concerned this Original Petition is dismissed.

19.04.2021

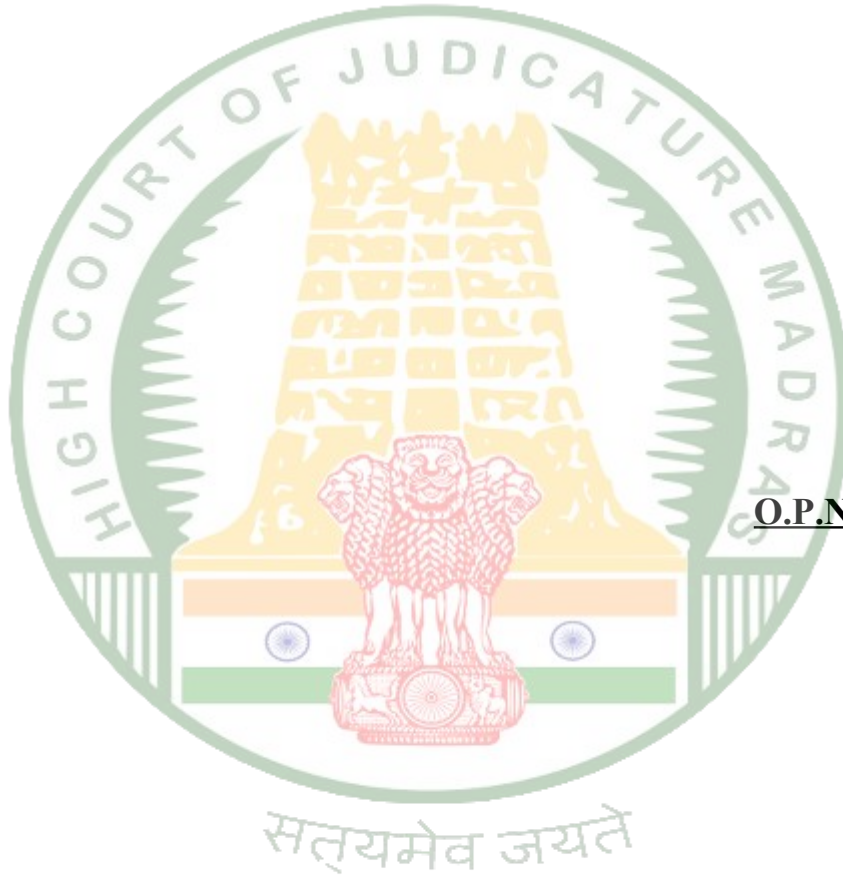
Index : Yes / No
Internet: Yes
Speaking/non speaking order
vrc

To

Mr.V.Lakshminarayanan,
Advocate,
No.1958B, 2nd Avenue, Opposite Main Post Office,
Next to LKS Gold House, Anna Nagar, Chennai – 40.
Mobile No.9841426922

N. SATHISH KUMAR, J.

vrc



order in:

O.P.No.187 of 2021

WEB COPY

19.04.2021