



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

MONDAY, THE 19TH DAY OF JULY 2021

THE HON'BLE MR. JUSTICE V.PARTHIBAN

O.P.No. 414 of 2021

In the matter of Section 11 of
Arbitration and Conciliation Act, 1996
and

In the matter of disputes between Tata
Ficosa Automotive Systems Private
Limited and Karthik Enterprises under
Lease Deeds dated 18.03.2013,
20.10.2014, 09.05.2017 and
10.08.2017.

M/s.Tata Ficosa Automotive Systems Private Limited,
Having its Registered Office at
TACO HOUSE, Plot No-20/B FPN 085,
V.G.Damle Path, Off Law College Road,
Erandwane, Pune 411 004,
Rep. by its Authorized Signatory
Sureshnarayanan S

.. Petitioner

Vs.

M/s.Karthik Enterprises,
represented by its Partners,
Mr.P.Karthikeyan &
Mrs.R.Bhuvaneswari,
Plot No.15, Chithamanur Industrial
Area Part-II, Maraimalai Nagar,
Kancheepuram District - 603 209.

.. Respondent

Original Petition praying that this Hon'ble Court be pleased to:



as per the provisions of the Arbitration and Conciliation Act, 1996 to adjudicate all disputes between the petitioner and respondent.

b) direct the respondent to pay the cost of the petition.

This Original Petition coming on this day before this court for hearing in the presence of Mr.S.Aravindan for M/s. Fox Mandal & Associates, Advocates for the Petitioner herein and Mrs.Jana Ranjani, Advocate for the respondent herein and upon reading the petition and the affidavit of Sureshnarayanan and the counter affidavit of P.Karthikeyan, filed herein, it is ordered as follows:-

That Mr.J.Saravanel, Advocate, having office at No.336, Thambu Street, III Floor, Chennai-600 001 (Mobile number: 98410 88406), be and is hereby appointed as Sole Arbitrator to enter upon the reference and adjudicate upon the dispute inter-se – parties.

2. That the above-said learned Arbitrator appointed herein, shall, after issuing notice to the parties and upon hearing them, pass an order as expeditiously as possible, preferably within a period of six months from the date of receipt of a copy of this order.

3. That the learned Arbitrator appointed herein shall be at liberty to fix his remuneration and other incidental expenses, as per the provisions of the Arbitration and Conciliation Act.

4. That the expenses incurred for arbitration shall be borne by the



respective parties.

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5. That the arbitral proceedings shall be conducted under the aegis of the Arbitration Centre of the Madras High Court, High Court Buildings, Chennai and in accordance with the Madras High Court Arbitration Rules.

6. That there shall be no order as to costs in the present O.P.

WITNESS THE HON'BLE MR. JUSTICE SANJIB BANERJEE,
CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE
19th DAY OF JULY 2021.

Sd./-

ASSISTANT REGISTRAR (O.S.II)

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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09.08.2021

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O.P.No. 414 of 2021

ORDER:-

DATED: 19.07.2021

THE HON'BLE MR. JUSTICE

V.PARTHIBAN

FOR APPROVAL: 11.08.2021

APPROVED ON : 12.08.2021

Copy to:-

1. Mr.J.Saravanel,
Arbitrator
having office at No.336,
Thambu Street, III Floor,
Chennai-600 001.
(Mobile number: 98410 88406)

2.The Additional Registrar-
Vigilance
Madras High Court Arbitration Centre
Madras High Court Campus,
Chennai



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 19.07.2021

Coram:

THE HONOURABLE MR.JUSTICE V.PARTHIBAN

Original Petition No.414 of 2021

M/s.Tata Ficosa Automotive Systems

Private Limited,

Having its Registered Office at

TACO HOUSE, Plot No-20/B FPN 085,

V.G.Damle Path, Off Law College Road,

Erandwane, Pune 411 004,

Rep. by its Authorized Signatory

Sureshnarayanan S

.. Petitioner

Vs.

M/s.Karthik Enterprises,

represented by its Partners,

Mr.P.Karthikeyan &

Mrs.R.Bhuvaneswari,

Plot No.15, Chithamanur Industrial

Area Part-II,

Maraimalai Nagar,

Kancheepuram District - 603 209.

.. Respondent

Original Petition (O.P) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 praying to appoint a Sole Arbitrator from the panel of Arbitrators of this Court as per the provisions of the Arbitration and Conciliation Act, 1996 to adjudicate all disputes between the petitioner and respondent and to direct the respondents to pay the cost of the petition.



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For petitioner : Mr.S.Aravindan for
M/s.Fox Mandal & Associates

For respondent : Mrs.Jana Ranjani

ORDER

This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint a sole Arbitrator from the panel of Arbitrators of this Court, as per the provisions of the Arbitration and Conciliation Act, 1996, to adjudicate all disputes between the petitioner and respondent.

2. The petitioner is a private limited company incorporated under the Companies Act, 1956. They have entered into agreements of lease dated 08.02.2013 and 18.03.2013 with the respondent and taken on lease the lands belonged to the respondent company for the purpose of manufacturing and designing its products. The lease was renewed from time to time and ultimately, the petitioner agreed to vacate and handover the vacant possession of the property on 01.11.2019. On 01.11.2019, the petitioner could not hand over the vacant possession of the property and therefore they sought extension of time which was also granted by the respondent till 31.01.2020. Even though the petitioner handed over vacant possession on 31.01.2020, the respondent requested to clean the premises in question, before handing over and thus, the petitioner handed over the clean premises



in-tact on 02.02.2020 to the respondent-firm. In spite of the same, the respondent-firm on 24.02.2020 raised an invoice for Rs.62,52,518/- as due owing to delay in handing over the premises by two days and a further sum of Rs.8,42,720/- towards alleged charges for restoring the premises. In this context, there was a dispute between the parties and there were exchange of notices between them. The grievance of the petitioner is that they had not been able to recover Rs.85,46,565/- along with further interest @ 15% per annum from the respondent. There is an arbitral clause in the agreements of lease. The petitioner, invoking the arbitration clause, has filed this petition for appointment of an arbitrator to adjudicate upon the dispute between them.

3. The respondent filed a counter affidavit mainly contending that the liability of paying six months' rent, on failure to deliver peaceful possession of the entire property on or before 31.01.2020, is a legitimate condition imposed by the respondent-firm and the same was agreed by the petitioner. According to the respondent, they have accepted the request made by the petitioner for extension of time to vacate the premises till 31.01.2020. In such event, the lease period will automatically stand extended by six months upto 31st July 2020 as per the terms and conditions of the lease agreement.

The respondent therefore justified in withholding the amount payable by the petitioner towards lease rent for six months.



4. Heard both sides and perused the materials available on record.

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5. There is exchange of notice between the parties under Section 21 of the Arbitration and Conciliation Act. Be that as it may. This Court is in agreement with the submissions made on behalf of the petitioner and the dispute between the parties could be resolved only on appointment of an "Arbitrator". Accordingly:

(a) This Original Petition is allowed.

(b) Mr.J.Saravanel, Advocate, having office at No.336, Thambu Street, III Floor, Chennai-600 001 (Mobile number: 98410 88406) is hereby appointed as Sole Arbitrator to enter upon the reference and adjudicate upon the dispute inter-se - parties.

(c) The above-said learned Arbitrator, shall, after issuing notice to the parties and upon hearing them, pass an order as expeditiously as possible, preferably within a period of six months from the date of receipt of a copy of this order.

(d) The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses, as per the provisions of the Arbitration and Conciliation Act.

(e) The expenses incurred for arbitration shall be borne by the respective parties.

(f) The arbitral proceedings shall be conducted under the aegis of the



Arbitration Centre of the Madras High Court, High Court Buildings,
Chennai and in accordance with the Madras High Court Arbitration Rules.

(g) There shall be no order as to costs in the present O.P.

Sd./-(V.P.N.J.,)

19.07.2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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