

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 18.01.2021

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THE HONOURABLE Ms. JUSTICE P.T. ASHA

O.P.No.473 of 2020

&

A.No.2415 of 2020

Mr.Vipin Kumar

... Petitioner

Vs.

Kkrowten India Enterprises Pvt. Ltd.
Having its registered Office at:
1, First Main Road,
Besant Main Road,
Chennai – 600 090

... Respondent

Prayer: The Petition is filed under Section 11 (6) A of the Arbitration and Conciliation Act, 1996 (as amended by Act 3 of 2016), to appoint a sole arbitrator, in terms set out in Section 11 (6) A of the Arbitration and Conciliation Act, 1996, to decide the dispute between the petitioner and the respondent arising out of the agreement dated 25.05.2018.

For Petitioner : Mr.T.M.Mano

For Respondent : No Appearance

ORDER

Despite service, the respondent has not appeared either in person or through pleader. Therefore, the Court proceeds to pass orders in his absence.

2. The above petition is filed for appointment of a sole arbitrator to decide the dispute between the petitioner and the respondent arisen out of the agreement dated 25.05.2018. The petitioner and the respondent had entered into a service partner agreement dated 25.05.2018 for appointing the petitioner as a service partner and setting up a Kkrowten Distribution Centre on a non-exclusive basis. The petitioner had invested enormous time and money for setting up the distribution Centre at Ahmedabad. The respondent was to reimburse the total expenses incurred by the petitioner for setting up this service Centre and such reimbursement has to take place from the second year of the agreement and conclude in 36 months.

3. The petitioner would submit that they had spent over a sum of Rs.14,57,878.63/- towards setting up the centre. However, the respondent had reneged on the various obligations under the agreement. As on the date of invoking the arbitral clause, a sum of Rs.58,20,043.63/- together with interest at 18% was due to the petitioner from the respondent. The agreement contained an arbitration clause in and by which all disputes and differences were referable to an arbitral tribunal. The petitioner had issued a notice dated 01.07.2020 calling upon the respondent to consent for appointment of an arbitrator. However, there is no response. Consequently, the above petition has been filed.

4. From the facts stated in the affidavit and the arguments of the learned counsel, it is seen that disputes have arisen between the parties in respect of the agreement dated 25.05.2018. The parties have agreed to resolve the disputes through arbitration as is evident from clause 19.6 of the agreement.

5. In the light of the above circumstances, this Court is passing the following order:

i) Mr. Suhrith Parthasarathy, Advocate, No.7, Jagadambal Colony, II Street, Royapettah, Chennai – 600 014, Mobile: 8939717592, is appointed as an Arbitrator.

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

iii) The arbitrator is at liberty to fix the remuneration and other incidental expenses as per law.

iv) The proceedings may be conducted under the aegis of the Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules.

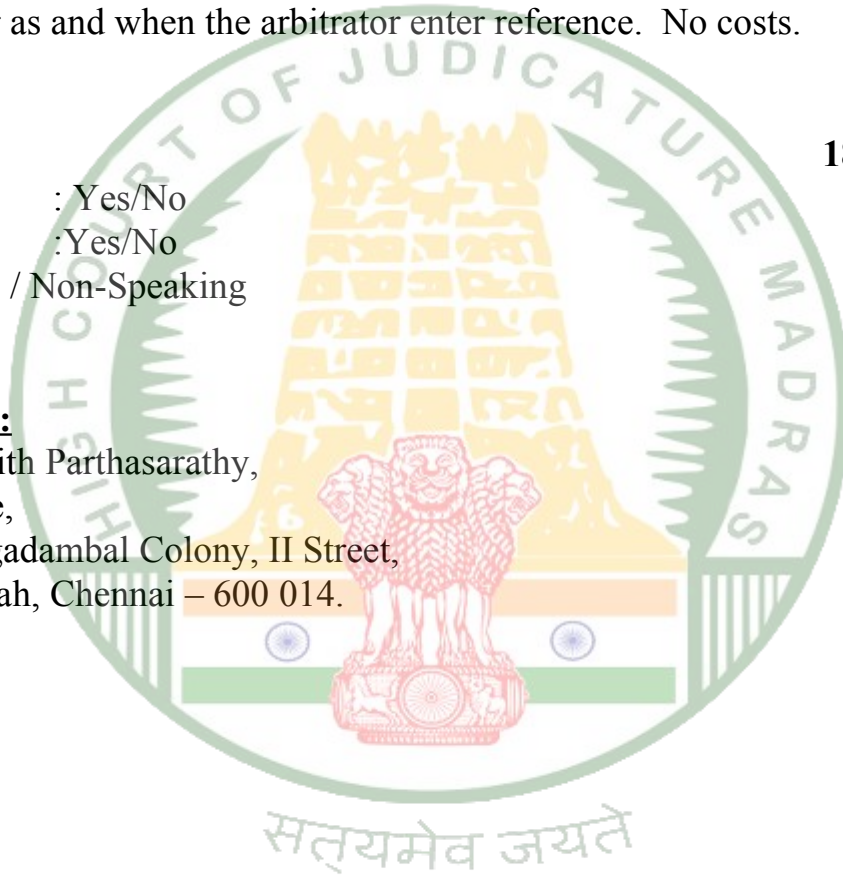
6. The Original Petition is allowed leaving the parties to bear their own costs. Considering the fact that the arbitrator is now been appointed, the application is closed giving liberty to the applicant to move the arbitrator as and when the arbitrator enter reference. No costs.

18.01.2021

Internet : Yes/No
Index : Yes/No
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Copy To:

Mr. Suhrith Parthasarathy,
Advocate,
No.7, Jagadambal Colony, II Street,
Royapettah, Chennai – 600 014.



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P.T. ASHA. J.

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