

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 04.10.2021

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

Arb.O.P.(Com.Div).No.120 of 2021

WILO Mather and Platt Pumps Private Limited.,
Rep. By Regional Manager, D.R.Ramesh,
Greaves Compound, Chinchwad Works,
Mumbai – Pune Road, Chinchwad,
Pune – 411 019.

.. Petitioner

VS

EDAC Engineering Limited,
Rep. By its Managing Director
Mr.Nandakumar Manickam,
Spic House, 97 & 88 Mount Road,
Guindy, Chennai – 600 032,
Tamil Nadu.

.. Respondent

PRAYER: Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to (a) appoint an arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the arbitration agreement dated 19.07.2016 and (b) direct the respondent to pay costs.

For Petitioner	:	Ms.Ami V.Kataria
For Respondent	:	No appearance

ORDER

This Original Petition has been filed to appoint an Arbitrator to adjudicate on the disputes between the petitioner and the respondent as per the provisions of the Arbitration and Conciliation Act, 1996.

2. As the dispute arose is with respect to the purchase order dated 19.07.2016, this petition has been filed for appointment of a Sole Arbitrator. The parties are governed by the Purchase Order and Clause 17 of Purchase Order provides for reference to the Arbitrator.

3. Clause 17 of the Purchase Order dated 19.07.2016 is extracted hereunder:-

"17.0 Settlement of disputes and Arbitration:

a) Any disputes or differences arising out-off or in connection with this Purchase Order shall be to the extent of possible settlement amicably between the parties, failing which all disputes shall be settled by arbitration in the manner provided hereunder.

b) Any dispute or difference which cannot be settled amicably between the

parties arising out of this Purchase Order shall be finally resolved by arbitration as per the Arbitration and Conciliation Act, 2015 and subsequent amendments of the act.

c) The proceedings shall be carried out in English language and the seat & place of arbitration shall be in Chennai. The exclusive jurisdiction of court is Chennai."

4. Despite service of notice, there is no representation on behalf of the respondent.

5. Considering the fact that there is an arbitration clause in the agreement, this Court is inclined to appoint Mr.V.Ramamurthy, District Judge (retired) as an Arbitrator, to arbitrate the disputes between the parties.

6. Accordingly, this Arbitration Original Petition is ordered as follows:

i) That Mr.V.Ramamurthy, District Judge (Retired), No.4A, Aura Apartments, No.16, Bobbily Raja Salai, K.K.Nagar, Chennai – 600 078, Mobile No : 9444052631 is appointed as a Sole Arbitrator to enter upon reference and adjudicate the matter;

ii] The learned sole 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 this order;

iii] The learned sole Arbitrator appointed herein shall be paid fees and other incidental charges, fixed by him and the same shall be borne by the parties equally.

6. This Arbitration Original Petition is ordered accordingly, leaving the parties to bear their own costs. No costs.

04.10.2021

ssm

To:

Mr.V.Ramamurthy,
District Judge (Retired),
No.4A, Aura Apartments,
No.16, Bobbili Raja Salai,
K.K.Nagar, Chennai – 600 078.
Mobile No : 9444052631

WEB COPY

Arb.O.P.(Com.Div)No.120 of 2021

N. SATHISH KUMAR, J.

ssm



Arb.O.P.(Com.Div)No.120 of 2021

WEB COPY 04.10.2021