

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.01.2021

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

O.P.No.427 of 2020

DR. N. Rajamaheswari

... Petitioner

Vs

1. United Alliance Health Care Pvt. Ltd.
represented by its Director Dr.T. Palaniappan

2. Dr. T. Palaniappan
both at Old No.28, New No.22, Arcot Street,
T. Nagar, Chennai - 600 017

3. Mr. Narendra Srisrimul
4 B, Heritage Apartments
4th Cross, Ormes Road, Kilpauk,
Chennai - 600 010.

... Respondents

Prayer : Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996

- a) to appoint an Arbitrator and refer the disputes arising out of the LLP Agreement dated 20.03.2018 between the petitioner and the respondents;
b) to direct the respondents to pay the cost of the petition;

For Petitioner : Mr. V. Ravi

For Respondents : Mr. B. Deepak Narayanan
for R1 and R2

ORDER

The above Petition is filed for appointing an Arbitrator as per Clause 17 of the LLP (Limited Liability Partnership) Agreement dated 20.03.2018 .

2. The respondents, who had entered appearance had filed their counter stating that there are no dues and that there is no cause of action for invoking the Arbitral Clause.

3. The counsel for the petitioner would invite my attention to the notice issued on behalf of the respondents on 03.04.2019 wherein they had nominated an Arbitrator. Thereafter, the petitioner herein by reply dated 24.04.2019 had appointed her Arbitrator. However, the Arbitral proceeding had not moved forward and by notice dated 11.07.2020 the petitioner had

requested the respondents to confirm as to whether they stood by their earlier nomination of their Arbitrator. However by reply dated 17.07.2020, the request was turned down by the respondents stating that there was no requirement for any Arbitral proceedings as no dues were payable to the petitioner.

4. Ultimately the counsels agreed to refer the matter to Arbitration and also consented that as against the agreed Tribunal consisting of three Arbitrators, the parties were willing to refer the issue to a sole Arbitrator. They had also given their consent for appointing Mr. Roshan Balasubramanian, Advocate as Arbitrator.

5. Accordingly, it is ordered as follows:

(i) Mr. Roshan Balasubramanian, Advocate, 'Sivanandaraaj & Partners', 2nd Floor, No.6, Indian Chambers (sicci), Annex Building, Esplanade, Chennai- 600108, Mobile No- 9962097003, Email Id- roshan@saplegal.in, is appointed as the Arbitrator to enter upon reference

and adjudicate the disputes inter se the parties.

ii) The learned 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 receipt of the order. It is open to the respondent to raise all legal objections as to the validity of contract.

iii) The learned Arbitrator is at liberty to fix his 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.

The Original Petition is, accordingly, allowed, leaving the parties to bear their own costs.

सत्यमेव जयते

18.01.2021

mrn

Index : Yes/No
Speaking order/non-speaking order

To,

1. United Alliance Health Care Pvt. Ltd.
represented by its Director Dr.T. Palaniappan

2. Dr. T. Palaniappan
both at Old No.28, New No.22, Arcot Street,
T. Nagar, Chennai - 600 017

3. Mr. Narendra Srisrimul
4 B, Heritage Apartments
4th Cross, Ormes Road, Kilpauk,
Chennai - 600 010.



WEB COPY

P.T.ASHA, J.

mrn



O.P.No.427 of 2020

WEB COPY 18.01.2021