



WEB COPY



Arb.O.P.No.29 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.11.2021

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.Original Petition No.29 of 2021

M/s Tamil Nadu Petroproducts Limited,
Manali Express Highway,
Manali, Chennai - 600 068,
Rep. by its Deputy General Manager (Human Resources),
K.Vasanthakumar ... Petitioner

Versus

J.Uma Sankar ... Respondent

Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking to appoint Arbitrator to adjudicate the differences and disputes between the petitioner and the respondent under the Confidential and Non-Disclosure Agreement dated 07.06.2018.

For Petitioner : Mr.M.Praveen Kumar

For Respondent : M/s K.J.Parthasarathy



Arb.O.P.No.29 of 2021

WEB COPY

ORDER

This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of sole Arbitrator to adjudicate upon the differences and the disputes between the petitioner and the respondent under the Confidentiality and Non-Disclosure Agreement dated 07.06.2018.

2. There seems to be a dispute between the parties under the aforementioned agreement. The aforementioned agreement contains an Arbitration Clause, which is extracted hereunder:-

"General Law and Consent to Jurisdiction:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any dispute not capable of resolution by mutual discussion or negotiation or to enforce or interpret any of the terms of this Agreement, the same shall be referred to a sole Arbitrator and such Arbitration shall also be conducted in accordance with the Arbitration and Conciliation Act, 1996. The parties agree that the venue for such



Arb.O.P.No.29 of 2021

arbitration shall be in Chennai, India, and that the parties hereby submit to the jurisdiction and venue of the Arbitrator."

3. Learned counsel for the respondent does not dispute the existence of an Arbitration agreement, but, he disputes the contention of the petitioner that the respondent is working with a competitor of the petitioner.

4. The main contention of the petitioner, as seen from the petition, is that the respondent, in violation of the terms and conditions of the Confidentiality and the Non-Disclosure agreement dated 07.06.2018, is now employed with a competitor of the petitioner.

5. Learned counsel for the respondent has filed before this Court typed set of papers in support of the respondent's contention that the respondent is not working with a competitor of the petitioner. The same cannot be decided by this Court while deciding an application filed



Arb.O.P.No.29 of 2021

under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of Arbitrator. However, the learned counsel for the petitioner, on instructions, submits that the respondent continues to work with the competitor of the petitioner and therefore, the dispute will have to be necessarily decided only by the Arbitral Tribunal to decide the same on merits and in accordance with law.

6. As seen from the petition, notices were sent by the petitioner to the respondent for appointment of Arbitrator in accordance with the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 and since there was no consensus between the parties, the present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of Arbitrator.

7. Both the parties by consent have agreed to appoint Dr.T.Ramaswamy, Advocate as a sole Arbitrator to decide the dispute between them.



Arb.O.P.No.29 of 2021

WEB COPY

8. For the foregoing reasons, this Court is constrained to appoint Dr.T.Ramaswamy, Advocate, residing at Vadivalayam, Old No.27, New No.16, Loganathan Nagar, Second Street, Choolaimedu, Chennai 600 094 (Mobile No:9444012425) as sole Arbitrator to decide the dispute between the parties arising out of the Confidentiality and Non-Disclosure of the agreement dated 07.06.2018.

9. The sole Arbitrator, appointed by this Court, is directed to act upon the reference and issue notice to both the parties and fix the date of hearing and thereafter proceed with the arbitration and pass an arbitral award on merits and in accordance with law.

10. The Arbitrator shall fix his remuneration as per the provisions of the Arbitration and Conciliation Act, 1996 and its Rules.

30.11.2021

sr/rgi
Index: Yes/No
Internet: Yes/No
Speaking Order/Non-Speaking Order

5/6



WEB COPY



Arb.O.P.No.29 of 2021

ABDUL QUDDHOSE, J

sr/rgi

Arb.O.P.No.29 of 2021

30.11.2021