

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 02.02.2021

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

O.P.No.521 of 2020

Team Commotrade India Private Limited
represented by its Director – Mr.Harish Kumar,
Administrative Office at No.2A,
Price Apartments,
18/59, Ormes Road,
Kilpauk, Chennai – 600 010. ... Petitioner

Vs.

Madhab Biswas ... Respondent

Prayer: Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 read with clause 5 of the appointment of Arbitrator's scheme by the Chief Justice of Madras High Court's Scheme, 1996, to appoint an arbitrator for the respondent in terms of Letter of Intent dated 16.04.2018 entered for the purpose of marketing and selling Rotavator Tractors, Dryers, Transplanters and Harvesters supplied by the petitioner and to adjudicate the disputes between the petitioner and the respondent.

For Petitioner : Mr.Jayesh B Dolia

For Respondent : Set ex parte

ORDER

The respondent though served has not entered appearance and is therefore set ex parte. The agreement between the parties contemplates the disputes to be resolved by the arbitral tribunal consisting of three arbitrators, one each to be appointed by the parties and the two together to nominate the third arbitrator.

2. The petitioner vide their legal notice dated 12.09.2020 had appointed Mrs. Justice K.B.K.Vasuki, retired Justice of this Court as their arbitrator.

3. Considering the fact that the petitioner has nominated their arbitrator, this Court is passing the following order:

i) Hon'ble Mr.Justice K.Govindarajan (Retd), Former Judge, Madras High Court, No.5, Justice Ramanujam Road, Malaviya Avenue, Shastri Nagar, Chennai – 600 041, Ph – 044 24523403, Mob: 9444403403, is appointed to act as an Arbitrator of the respondent.

ii) The two Arbitrators shall arrive at the consensus of the third Arbitrator.

iii) The arbitral Tribunal 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.

iv) The arbitral Tribunal is at liberty to fix the remuneration and other incidental expenses as per law.

v) 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.

4. The Original Petition is, accordingly, ordered, leaving the parties to bear their own costs. No costs.

02.02.2021

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