

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.01.2020

CORAM :

THE HONOURABLE MR.JUSTICE P.T. ASHA

Original Petition.No.634 of 2020

M/s.Parveen Travels P Limited,
rep.by its G.M-R Navazhagan,
No.148, AB Towers,
Perambur Barrack Roads,
Purasawakkam,
Chennai – 600 007.

... Petitioner

versus

Jeppiaar Engineering College
rep. by Dr.Shaleesha A. Stainley
Dean (Academics)
Jeppiaar Engineering College,
Jeppiaar Nagar,
Rajiv Gandhi Salai,
Chennai – 600 119.

... Respondent

Prayer: Original Petition filed under Section 11(4) of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator to decide the disputes that have arisen between the petitioner and the respondent under the Agreement dated 18.09.2017.

For Petitioner : M/s. Rank Associates

ORDER

The respondent though served has not entered appearance either in person or through pleader.

2.The petitioner had entered into a Transport Service Agreement with the respondent in which the parties have agreed that all the disputes and differences or claims would be settled through arbitration mutually by referring the same to the sole Arbitrator.

3.The petitioner would submit that the amounts were due for the buses that had been supplied by them to the respondent for transporting their students from their respective places of residence to the College and back. The petitioner herein had filed O.A.No.1133of 2009 under Section 9 of the Arbitration and Conciliation Act, for an injunction restraining the respondent from in any manner terminating

the Transport Service Agreement dated 18.09.2019 between them. The parties had thereafter compromised the dispute and the Compromise Memo signed by both the parties on 17.02.2020 in which the petitioner had agreed to receive a sum of Rs.1,51,83,460/- after giving a discount of Rs.20 lakhs from the claim amount. As per the Agreement, the entire payment was to be paid on or before 28.02.2020 and the petitioner had to hand over 14 buses belonging to the respondent on receipt of the entire amount. This Court was pleased to record the compromise and an order came to be passed on 20.02.2020 disposing of the application in terms of the compromise. However, the respondent has failed to act according to the Compromise Deed. After the compromise not a single penny has been paid by the petitioner. Therefore, this present petition has been filed.

4.Considering the fact that this Court in the earlier proceedings had given liberty to the petitioner to file a similar application in case of breach and taking into account the fact that the amount has not been

paid till date, it is ordered as follows:

i) Thiru.C.Ragavan, District Judge (Retd.), No.3, Ponnusamy Street, Royapettah, Chennai- 600 014, Mobile No. 9444219663, 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.

22.01.2021

Speaking Order / Non-speaking Order

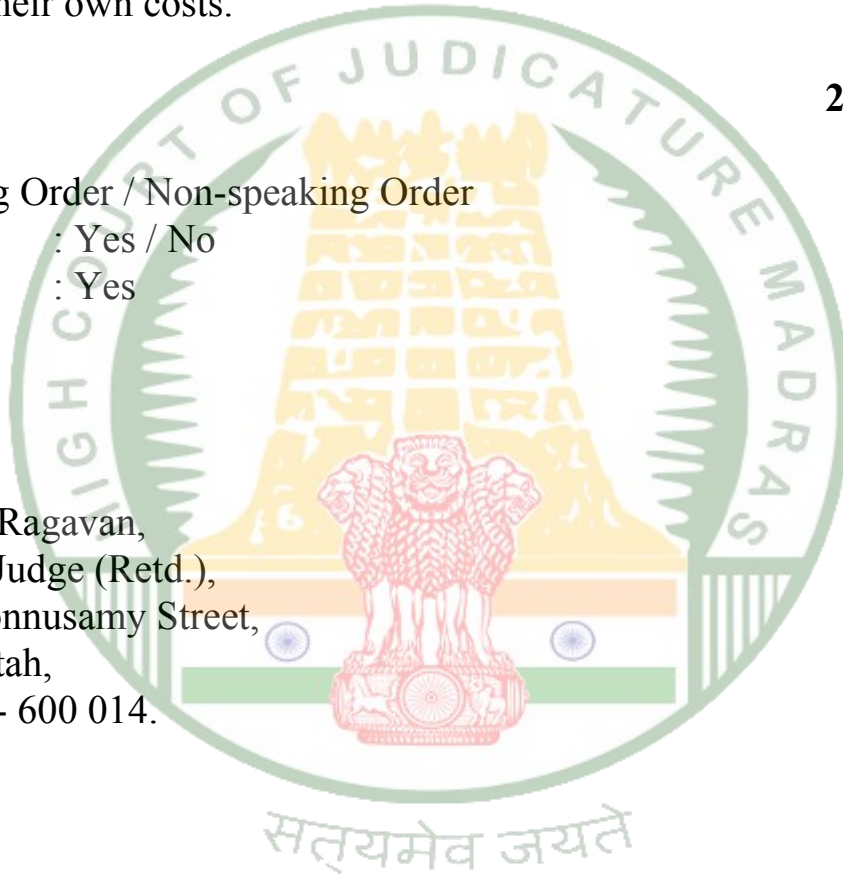
Index : Yes / No

Internet : Yes

mps

To

Thiru.C.Ragavan,
District Judge (Retd.),
No.3, Ponnusamy Street,
Royapettah,
Chennai- 600 014.



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P.T. ASHA, J.

mps



O.P.No.634 of 2020

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