

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 29.09.2021

Coram:

THE HONOURABLE MR.JUSTICE **V.PARTHIBAN**

Original Petition No.938 of 2018

GAE Projects (P) Ltd.,
11, Railway Station Road,
Alandur, Chennai - 600 016.

...Petitioner

Vs.

1.MECCON INFRASTRUCTURES
A partnership firm rep by Partner,
77, Sainikpuri, Digari Road,
Jodhpur, Rajasthan - 342 001.

2.Mr.Rajesh Gora

3.Mrs.Sunita Chaudhary

4.Mr.Baladev Gora

5.Mr.Nirmal Kumar

6.Mr.Balaram

7.Mr.Mangilal Sharma

8.Mr.Saurav Chaudary

...Respondents

Original Petition (O.P) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 praying to appoint a Sole Arbitrator in terms of the provisions of the settlement agreement dated 23.12.2016 to adjudicate on the dispute that has arisen

between the petitioner and the respondents on account of nonpayment of the sum of Rs.74,63,696/- with interest accrued thereon at 18% per annum.

For petitioner : M/s.Aiswarya
for M/s.R & P Partners
For respondent : No appearance

ORDER

This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator in terms of the provisions of the settlement agreement dated 23.12.2016 to adjudicate on the dispute that has arisen between the petitioner and the respondents on account of non-payment of the sum of Rs.74,63,696/- with interest accrued thereon at 18% per annum.

2. The petitioner is a private limited company. The first respondent approached the petitioner for the supply of raw materials, concrete and iron rods. On the basis of the order placed by the first respondent, the petitioner had supplied the products required by the first respondent from time to time between December, 2013 and March, 2014. Thereafter the respondent has so far made a payment of Rs.22,09,658/- out of Rs.96,73,354/- and an amount of Rs.74,63,696/- is still pending to be payable to the petitioner. The petitioner has also issued a legal notices under

Section 138 of the NI Act to the respondent. Thereafter, a settlement agreement was executed between the petitioner and the respondent, whereby the first respondent agreed to settle the total outstanding by paying Rs.2 Lakhs per month commencing from January, 2017, however failed and neglected to standby the commitment. The respondents 2 to 8 were the partners of the first respondent at the time of execution of the settlement agreement. There is an arbitral clause in the agreements of lease. The petitioner, invoking the arbitration clause, has filed this petition for appointment of an arbitrator to adjudicate upon the dispute between them.

3. Despite notice being sent to the respondent and names being printed in the cause list, there is no appearance on their behalf.

4. Heard both sides and perused the materials available on record.

5. There is exchange of notice between the parties under Section 21 of the Arbitration and Conciliation Act. Be that as it may. This Court is in agreement with the submissions made on behalf of the petitioner and the dispute between the parties could be resolved only on appointment of an "Arbitrator". Accordingly:

(a) This Original Petition is allowed.

(b) Mr.K.Elango, (Mob: 9940641919) having office at S-4A, III Floor, Singapore Plaza, Old No.164, New No.337, Linguchetty street, Chennai - 600 001, is hereby appointed as Sole Arbitrator to enter upon the reference and adjudicate upon the dispute inter-se - parties.

(c) The above-said learned Arbitrator, shall, after issuing notice to the parties and upon hearing them, pass an order as expeditiously as possible, preferably within a period of six months from the date of receipt of a copy of this order.

(d) The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses, as per the provisions of the Arbitration and Conciliation Act.

(e) The expenses incurred for arbitration shall be borne by the respective parties.

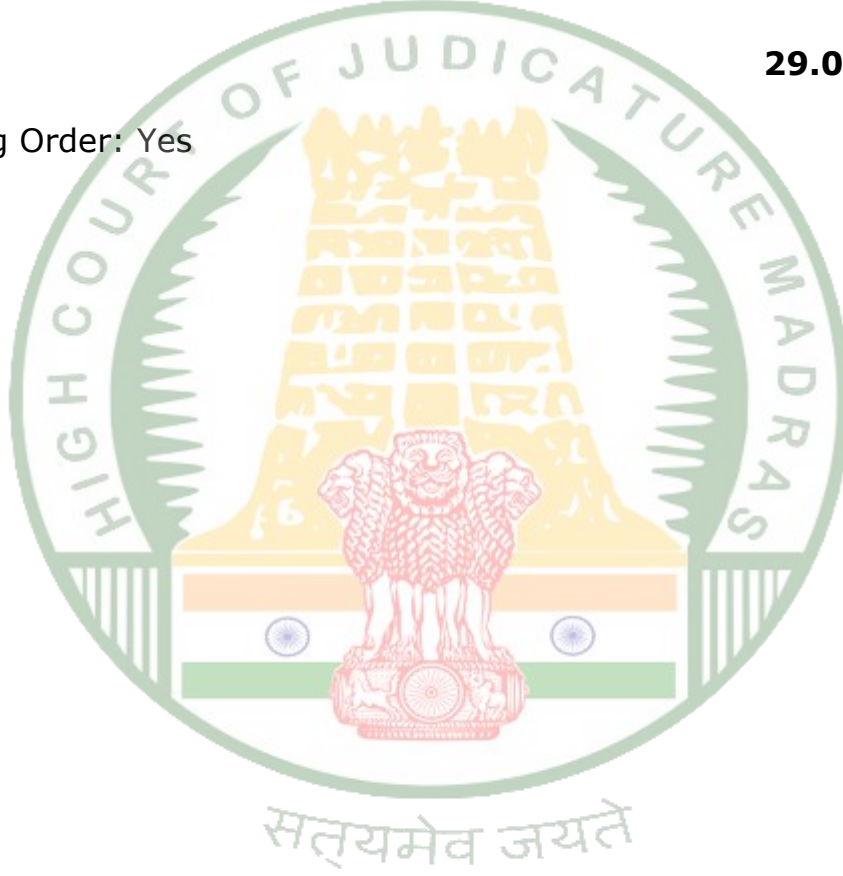
(f) The arbitral proceedings shall be conducted under the aegis of the Arbitration Centre of the Madras High Court, High Court

Buildings, Chennai and in accordance with the Madras High Court Arbitration Rules.

(g) There shall be no order as to costs in the present O.P.

29.09.2021

Speaking Order: Yes
mrm

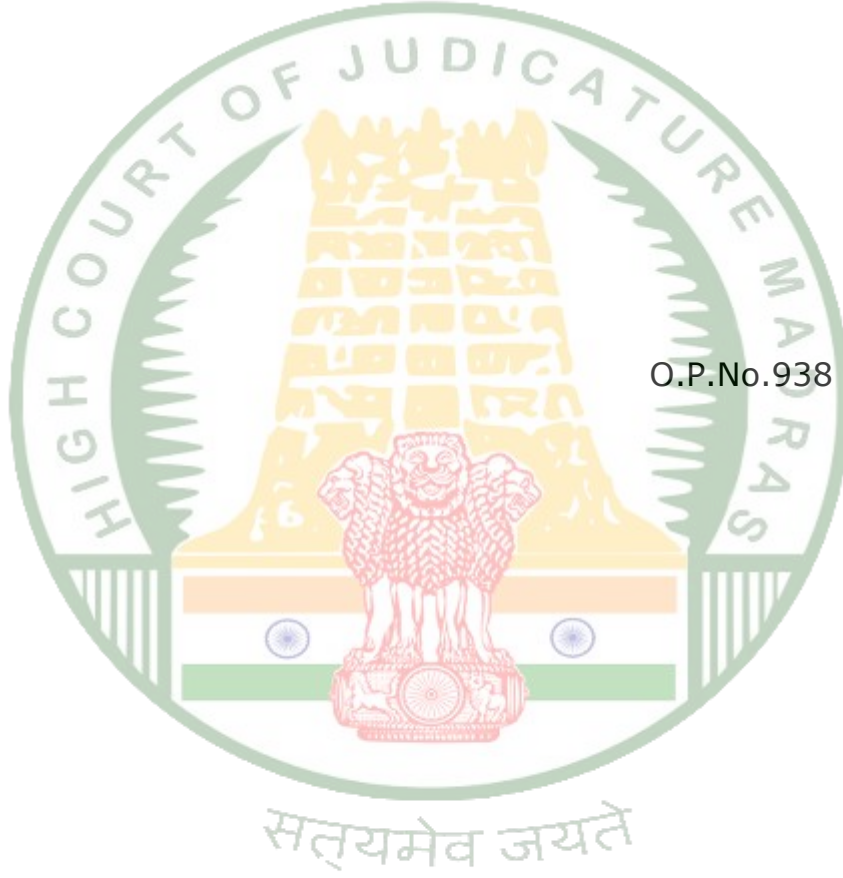


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