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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 22ND DAY OF FEBRUARY 2022

THE HON'BLE MR. JUSTICE M.SUNDAR

ARB .O.P(COM.DIV.) No.73 of 2022

In the matter of Arbitration and
Conciliation Act, 1996
between M/s.EDAC Engineering
Limited and Sunrise Industries
(India) Limited in respect of Work
order
No.EDAC/WO/MEL/CTRISER/6/
213 dated 19.06.17

M/S EDAC ENGINEERING LIMITED,
REP. BY ITS DEPUTY MANAGER-LEGAL
AND AUTHORISED SIGNATORY,
V.BALAJI PATHAK

Having its Registered office at
Old No.97, New No.88,
Mount Road,
Guindy, Chennai - 600 032.

..Petitioner

-Vs-

M/S SUNRISE INDUSTRIES (INDIA) LIMITED,
860/3, GIDC Estate PB 843,
Makarpura Road, Vadodara,
Gujarat – 390014.

..Respondent



Arbitration Original Petition (Commercial Division) praying that this Hon'ble court be pleased to appoint an Arbitrator in terms of Section 11(4) of the Arbitration and Conciliation Act, 1996 on behalf of the Respondent and to resolve the disputes that have arisen between the Petitioner and the Respondent.

This Arbitration Original Petition (Commercial Division) coming on this day before this court for hearing the court made the following order:

Captioned 'Arbitration Original Petition' [hereinafter 'Arb OP' for the sake of convenience and clarity] has been presented in this Court on 23.12.2021 *inter alia* under Section 11(4) of 'The Arbitration and Conciliation Act, 1996 (Act 26 of 1996)' [hereinafter 'A and C Act' for the sake of brevity, convenience and clarity] with a prayer for appointment of an Arbitrator.

2. Mr.Balamurali, learned counsel of M/s.Shivakumar and Suresh (Law Firm) on behalf of the petitioner, advertng to typed set of papers submits that 'Purchase Order' [hereinafter 'PO' for the sake of convenience and clarity] dated 10.05.2017 and 'Work Order' [hereinafter 'WO' for the



sake of convenience and clarity] dated 19.06.2017 together constitute the contract between the parties. Learned counsel submits that Clause 17.0 of PO and Clause 15.0 of WO serve as arbitration agreement between the parties being arbitration agreement within the meaning of Section 2(1)(b) read with Section 7 of A and C Act.

3. Learned counsel also submits that the petitioner's client is one Meenakshi Energy Private Limited, petitioner is the main contractor for work pertaining to 2 x 350 MW Coastal Thermal Power Project and respondent is the sub-contractor qua petitioner.

4. Learned counsel submits that disputes erupted qua PO and WO put together resulting in a trigger notice i.e., trigger notice qua arbitration clause being notice dated 30.11.2020, this was received by the noticee (respondent) on 04.12.2020, 30 days therefrom elapsed on 03.01.2021 but it did not evoke any response necessitating the presentation of Arb OP in this Court.

5. *Prima facie* case for issue of notice made out.

6. Issue notice to respondent returnable in a fortnight i.e.,



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returnable by 08.03.2022. Private notice permitted. Private notice through all electronic modes of communications (subject to proof being demonstrated) also permitted.

7. List on 08.03.2022.

Sd/.M.S.J.
22.02.2022

//Certified to be a true copy//

Dated at Madras this the day of 2022.

SU./25.02.2022

COURT OFFICER(O.S.)

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