



WEB COPY

/ 1 /

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 21ST DAY OF JUNE 2022

THE HON'BLE MR. JUSTICE M.SUNDAR

ARB .O.P(COM.DIV.) No.253 of 2022

In the matter of Arbitration and
Conciliation Act, 1996

and

In the matter of Arbitration
Agreement dated 23.09.2021

Between

Sun TV Network Limited

and

Mr.Narayanan Ramasamy, sole
Proprietor – Thenandal Films,
Mr.Narayanan Ramasamy and
Mrs.Hema Rukmani

M/S. SUN TV NETWORK LTD.,
Murasoli Maran Towers,
73, MRC Nagar Main Road,
MRC Nagar, Chennai – 600 028.
Rep. by its Authorised Signatory
Mr.M.Jyothi Basu

..Petitioner

-Vs-

1. M/S.NARAYANAN RAMASAMY
Sole Proprietor - Sri Thenandal Films,
Regd. Office No.2/8,
Eighty Feet Road, Devar Garden,
Saligramam, Chennai – 600 093.



/ 2 /

2.MR.NARAYANAN RAMASAMY,
S/o. Late Mr. Ramanarayanan,
Residing at No.14/19, Saraswathy Street,
Mahalingapuram,
Nungambakkam,
Chennai – 600 034.

3.MRS. HEMA RUKMANI,
W/o. Narayanan Ramasamy,
Residing at No.14/19,
Saraswathy Street, Mahalingapuram,
Nungambakkam,
Chennai – 600 034.

..Respondent

Arbitration Original Petition (Commercial Division) praying that this Hon'ble court be pleased to appoint an arbitrator to adjudicate the disputes between the Petitioner and the Respondents in terms of the arbitration agreement/MOC dated 23.09.2021.

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 08.06.2022 under Section 11 of 'The Arbitration and Conciliation Act, 1996



convenience and clarity] with a prayer for appointment of a sole Arbitrator.

WEB COPY

2. Mr.N.Narendran, learned counsel of M/s.King and Patridge on behalf of petitioner-Company submits that the captioned Arb OP which has been presented in this Court under Section 11 of A and C Act is predicated on clause 10 of a 'Memorandum of Compromise' ['MOC'] dated 23.09.2021 between the petitioner and three respondents.

3. Aforementioned clause 10 of MOC reads as follows:

'10. THAT the Second Party and Third Party hereby jointly and severally accept and admit to proceed with arbitration with the party of the First Part for the balance amount of Rs.33,74,90,090/- (Rupees Thirty Three Crores Seventy Four Lakhs Ninety Thousand and Ninety Only) together with interest at the rate of 12% p.a. on the admitted consideration amount of Rs.51,00,00,000/- from the date of agreement i.e., 26.10.2018 along with GST the total amount being Rs.60,60,00,000/- (Rupees Sixty Crores Sixty Lakhs Only) besides equal share on the net profit more than the minimum guaranteed amount along with 12% interest p.a., if any which accounts are yet to be tendered to the party of the First Part as on the date of this MOC and interest thereupon on the above said amount at the rate of 12% p.a. The party of the Fourth Part admit and accept to be the guarantor for the above said amount and disputes and also admit that she shall abide by the award passed by the Arbitrators. The party of the Third Party reserves his right to agitate the tentative valuation of the properties mentioned in



WEB COPY

/ 4 /

Schedule A - Item Nos.1 to 7, 10 & 11 as on this date of MOC along with the valuation of item No.12 to be made in the said arbitration proceedings before the sole Arbitrator to be appointed by the Court and the laws of the Arbitration and Conciliation Act, 1996 shall govern the said arbitration having its seat at Chennai.'

4. Aforementioned clause 10 of MOC serves as an 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 is learned counsel's say. Learned counsel submits that MOC ran into rough weather *inter alia* due to alleged wilful non-payment of the balance of the minimum guarantee, non-disclosure and non-payment of profits generated over and above the minimum guarantee, non-handing over of possession in respect of items conveyed under MOC etc. It is not necessary to dilate more on the arbitrable disputes as this is a Section 11 legal drill. Suffice to say that the petitioner invoked arbitration agreement by issue of a notice dated 30.03.2022 to the three respondents. A reply dated 11.04.2022 was received by the counsel for petitioner. It appears that the reply is on behalf of all the three respondents though there is no mention about this with specificity. The trigger notice dated 30.03.2022 and reply dated 11.04.2022 bring to light that there is no dispute or disagreement between the parties about the existence of arbitration agreement and disagreement is



/ 5 /

only about the Arbitrator.

WEB COPY

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

6. Issue notice to respondents returnable in a week i.e., returnable by 28.06.2022. Private notice permitted.

7. Considering the nature of the matter and considering the fact that the captioned Arb OP is predicated on MOC, learned counsel for petitioner is permitted to serve on the learned counsel through whom reply dated 11.04.2022 has been sent.

8. List on 28.06.2022.

Sd/.M.S.J.
21.06.2022

//Certified to be a true copy//

Dated at Madras this the day of 2022.

SU./23.06.2022

COURT OFFICER(O.S.)

From 25.09.2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.