

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.200 of 2022

In the matter of Arbitration and
Conciliation Act, 1996

and

In the matter of Arbitration
agreement dated 12.04.2012
Between M/s.DEE-TECH
PROJECTS PVT.LTD. And
M/S.BATLIBOI
ENVIRONMENTAL
ENGINEERING LTD.,

*** M/S. DEETECH PROJECTS PVT.LTD.**

Rep.by its Managing Director, Mr. S.Sivaraman,
No.129, 2nd Floor, Aani Street,
Chinmaya Nagar,
Chennai -600 092

*** (Amended as per order dated-28.4.2022
in A.No.1912/2022).**

..Petitioner

-Vs-

M/S.BATLIBOI ENVIRONMENTAL ENGINEERING LTD.,
Represented by its Divisional Manager
Mr. Vilas M. Gharat
SPARTAN HOUSE,
1st Floor, Plot No. B/29,
Road No.18/S,

Wagle Estate,
Thane (W) – 400604

..Respondent

Arbitration Original Petition (Commercial Division) praying that this Hon'ble court be pleased to appoint an arbitrator for adjudicating the dispute arising between the applicant and respondent in respect to the work order that was awarded to the consortium vide LOA No. CMWSSB/CNT/C2/W/CNT/SEW/NCB/JNNURM/122/2010-2011, dated 21.11.2011.

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 04.04.2022 with a prayer for appointment of an Arbitrator.

2. Mr.A.Praveen Alexander, learned counsel for petitioner who is before this Court submits that captioned Arb.OP is predicated on Clause 11 captioned 'DISPUTE' in an agreement captioned 'CONSORTIUM AGREEMENT dated 12.04.2012' (hereinafter 'primary contract' for the sake

of convenience and clarity).

3. Clause 11 of primary contract serves as arbitration agreement between the petitioner and respondent i.e., arbitration agreement within the meaning of Section 2(1)(b) read with Section 7 of 'The Arbitration and Conciliation Act, 1996 (Act 26 of 1996)' [hereinafter 'A and C Act' for the sake of brevity, convenience and clarity] is learned counsel's say.

4. Learned counsel submits that primary contract was with regard to a tender floated by 'Chennai Metropolitan Water Supply and Sewerage Board' ['CMWSSB' for the sake of convenience and clarity] and work that has to be done thereunder. Learned counsel submits that primary contract ran into rough weather and arbitrable dispute erupted owing to alleged lack of interest on the part of the respondent leaving it to the petitioner to complete the project in full. It is not necessary to dilate further on arbitrable disputes as this is a Section 11 legal drill which has to perambulate within the statutory perimeter sketched by sub-section (6A) thereat. Suffice to say that a notice invoking arbitration being 'notice dated 12.03.2022' ('trigger notice' for the sake of convenience) was issued by the petitioner and this was duly served on the respondent on 17.03.2022. There has been no response from the respondent necessitating the presentation of captioned Arb.OP in this Court on 04.04.2022 is learned counsel's further say.

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

6. Issue notice to respondent returnable by a fortnight i.e.,
returnable by 05.07.2022. Private notice permitted.

List on 05.07.2022.

Sd/.M.S.J.
21.06.2022

//Certified to be a true copy//

Dated at Madras this the day of 2022.

SU./28.06.2022

COURT OFFICER(O.S.)

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