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*O.A.Nos.243, 244 & 245 of 2021
and Arb.O.P.(Com.Div.)No.187 of 2021*

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M.SUNDAR, J.,

This common order will dispose of captioned three Original Applications and captioned Arb OP.

2. Captioned Arb OP has been presented in this Court on 25.03.2021 under Section 11(6) 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. Suffice to say that Arb OP is predicated on an 'agreement dated 30.04.2015 between the petitioner and respondent for Augmentation of Water Supply System at Thondamanatham Village, Villianur Commune, Puducherry' [hereinafter 'said agreement' for the sake of convenience and clarity]. Arbitrable disputes have erupted and the arbitration agreement has been triggered.

3. It is not necessary to dilate any further on facts as there is no disputation or disagreement between the parties about the existence of an arbitration agreement between the parties qua aforementioned agreement. Learned State counsel for respondent in captioned Arb OP i.e., Ms.V.Usha, learned Additional Government Pleader (Puducherry), (represented by



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V.P.Chamuraj, learned counsel in Court) submits on instructions that the existence of arbitration agreement is not disputed and therefore, a sole Arbitrator can be appointed at the discretion/choice of this Court.

4. This Court is informed that the claim is in the region of Rs.11 Lakhs.

5. In the light of there being no dispute about the existence of arbitration agreement, Mrs.V.Usha Rani, Advocate, residing at No.21, Lakshmi Nagar, 2nd Main Road, Chembakkam, Chennai-600 073 (Mobile:98400 96812) (email: ushy22573@yahoo.com) is appointed as Sole Arbitrator.

6. Learned Arbitrator is requested to enter upon reference and adjudicate the arbitrable disputes that have arisen between the parties by holding sitting at 'Madras High Court Arbitration Centre under the aegis of this Court' ['MHAC'] in accordance with the Madras High Court Arbitration Proceedings Rules, 2017 and learned Arbitrator's fee shall be as per Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees), Rules 2017. To be noted, Clause 25 of aforesaid agreement is the arbitration clause and it does not mention anything about the Seat/Venue. Therefore this course is adopted.

7. As arbitrator has now been appointed and as Section 9 applications (captioned 3 applications) have already been entertained by this Court and



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and Arb.O.P.(Com.Div.)No.187 of 2021*

interim order of status-quo has been granted, the same shall continue for four more weeks from today i.e., upto 07.04.2022.

8. In the interregnum it is open to the respondent in captioned Arb OP (applicant in captioned Section 9 applications) to make similar/same prayer before learned sole Arbitrator. If this course is adopted, learned Arbitrator shall consider the same, as an application under Section 17 of A and C Act and deal with the same on its own merits and in accordance with law.

9. Captioned three applications are disposed of in the aforesaid manner. Captioned Arb OP is also being disposed of in and by this order in the aforesaid manner. There shall be no order as to costs.

10.03.2022

kmi/nsa

Note: Registry is directed to communicate a copy of this order to

1. Mrs.V.Usha Rani,

Advocate,

No.21, Lakshmi Nagar, 2nd Main Road,

Chembakkam, Chennai-600 073.

(Mobile:98400 96812) (email: ushy22573@yahoo.com).

2. The Director,

Tamil Nadu Mediation and Conciliation Center

cum-Ex Officio Member,

Madras High Court,

Arbitration Centre,

Madras High Court,

Chennai-600 104.



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