



Arb.O.P.No.15 of 2022

Arb.O.P.No.15 of 2022

KRISHNAN RAMASAMY.J.,

This petition has been filed under Section 11(6) of Arbitration and Conciliation Act, 1996, seeking to appoint an arbitrator for adjudicating the disputes between the petitioner and the respondent in terms of the arbitration Agreement dated 03.08.2020.

2. The case of the petitioner is that though his Power Agent, he entered an agreement with the respondent dated 03.08.2020 for constructing G+3 residential flats for total cost of Rs.61,00,000/- out of which, a sum of Rs.57,48,615/- was paid to the respondent. The grievance of the petitioner is that the respondent failed to comply with the terms of the agreement since the respondent stopped the construction work and left the project midway. In such circumstances, the petitioner sent a notice, dated 12.03.2022, calling upon the respondent to pay the compensation to the tune of Rs.33,58,615/- and in the event, the respondent has any objection, to settle the dispute through arbitration as per the arbitration Clause contained in the agreement. But the said notice was returned with the endorsement 'unclaimed'. Later the petitioner has sent one more notice on 23.03.2022. Even after receipt of such



notices, the respondent has not replied for the same. Hence the petitioner filed the present petition for appointment of the arbitrator.

3. According to the petitioner, the respondent is liable to pay a sum of Rs.33,58,615/- towards damages. However, the respondent denies the said contention.

4. Clause 4 of the general conditions of the Construction Agreement, dated 21.04.2016 specifically envisages that any dispute between the parties shall be settled by way of arbitration. The said arbitration clause is extracted hereunder:

“4. In case of any dispute between us, the matter shall have to be settled by arbitration in Chennai by an arbitrator appointed by us and courts in Chennai City shall have exclusive Jurisdiction.”

5. Therefore, in view of the submissions made by the learned counsel appearing for the petitioner and respondent and in view of the covenant mentioned above, the present dispute can be adjudicated by the Arbitrator being appointed in terms of Clause – 4 of the Arbitration Agreement dated 03.08.2020.



Arb.O.P.No.15 of 2022

WEB COPY

6. Accordingly, Hon'ble Mr.Justice R.Kirubakaran, Phone No.9445025454, is appointed as sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. The learned Arbitrator may, after issuing notice to the parties and upon hearing them, pass an award preferably within a period of six months from the date of receipt of this order. The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses.

The Original Petition is, accordingly, allowed, leaving the parties to bear their own costs.

02.09.2022

Pns



WEB COPY



Arb.O.P.No.15 of 2022

KRISHNAN RAMASAMY.J.,

Pns

Arb.O.P.No.15 of 2022

02.09.2022