



Arb O.P.(Com. Div.)No.259 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 16.02.2022

Coram

THE HONOURABLE MR. JUSTICE M.SUNDAR

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A.Anandhan
Proprietor,
M/s.Sri Ranga Real Estate
37/7, 2nd Floor G Towers,
Near Collector Office,
Lotus Shopping Centre Backside,
Perundurai Road, Erode 638 011.
Petitioner

...

vs.

K.Manonmani,
S/o.M.Kuppuswamy.

... Respondent

Prayer:

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996,

(a) To appoint a sole arbitrator to adjudicate the dispute between the petitioner and the respondent in terms of the arbitration agreement in respect of the Letter of Consent dated 01.07.2021 which is a part and parcel of the Agreement for purchase of site 08.07.2015.

(b) Direct the respondent to pay costs.



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For petitioner : Ms.M.Hemasree

For respondent : Mr.C.R.Prasanan

ORDER

The captioned Arbitration O.P. has been presented in this Court on 04.10.2021 under Section 11(6) of 'The Arbitration and Conciliation Act, 1996 (Act No.26 of 1996)' which shall hereinafter be referred to as 'A and C Act' for the sake of brevity, convenience and clarity, with a prayer for appointment of a sole arbitrator.

2.Ms.M.Hemasree, learned counsel for petitioner and Mr.C.R.Prasanan, learned counsel for lone respondent are before this Court.

3.Owing to there being no disputation or disagreement regarding the existence of arbitration agreement between the parties qua an agreement for purchase of site dated 08.07.2015, it is not necessary to dilate on facts. This Court reminds itself of the scope of the Section 11 petition in the light of sub-section (6A) of Section 11 and *Mayavati Trading principle* being the ratio laid down in *Mayavati Trading Pvt. Ltd vs Pradyuat Deb Burman* reported



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in (2019) 8 SCC 714. In *Mayavati Trading case*, the relevant paragraph is paragraph No.10 and the same reads as follows:

'10. This being the position, it is clear that the law prior to the 2015 Amendment that has been laid down by this Court, which would have included going into whether accord and satisfaction has taken place, has now been legislatively overruled. This being the position, it is difficult to agree with the reasoning contained in the aforesaid judgement, as Section 11(6-A) is confined to the examination of the existence of an arbitration agreement and is to be understood in the narrow sense as has been laid down in the judgement in Duro Felguera'

4.Suffice to say that all disputes and differences that have arisen between the parties qua 08.07.2015 agreement for purchase of site shall now be treated as arbitral disputes and Mr.R.Dhandapani, learned District Judge (Retd.), No.12, Main Road, New Ananda Nagar, P.N.Pudur, Coimbatore – 641041 [Mobile No.9443219199] is appointed as sole arbitrator.

5.To be noted, the petitioner is in Erode and respondent is in Tiruppur. Therefore, at the request of the learned counsel on both sides, an arbitrator



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based in Coimbatore has been appointed by this Court.

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6. Aforementioned learned arbitrator is requested to enter appearance and adjudicate upon all disputes that have arisen qua aforementioned agreement between petitioner and respondent. Fee of the arbitrator shall be in accordance with Schedule IV of the A and C Act.

7. Captioned OP is ordered in the aforesaid manner. There shall be no order as to costs.

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Speaking/Non-speaking order

Index : Yes / No

Internet : Yes / No

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