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Arb.O.P.No.36 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.12.2022

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

Arb.O.P.No.36 of 2022

P.Velusamy

... Petitioner

VS.

Arjun Chemicals Private Limited,
Represented by its Directors,
Plot No.78-79,
Phase-II Sipcot Indl Complex,
Ranipet, Vellore - 632 403.

And also having its corporate office at
RVI Tower-2nd Floor, 149,
Velachery Tambaram High Road,
Chennai - 600 100.

... Respondent

PRAYER: Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleased to appoint an arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the arbitration agreement dated 09.01.2019.



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For Petitioner : Mr.G.Santhosh Kumar

For Respondent : No Appearance

ORDER

The petitioner prays for the constitution of an arbitral tribunal to adjudicate disputes arising out of the employment agreement dated 09.01.2019.

2. By order dated 18.11.2022, this Court took into account the affidavit of service filed by the petitioner and the note of the Registry with regard to the service of notice on the respondent. Therefore, the Registry was directed to print the name of the respondent in the cause list for the next hearing. At the hearing today, the name of the respondent is printed in the cause list. In spite of service of notice and the name being printed in the cause list, there is no representation for the respondent. Therefore, the matter is proceeded with in the absence of the respondent.



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3. The employment agreement dated 09.01.2019 is on record. The said agreement has been executed by the petitioner and the respondent, represented by Mr.P.Vasantha Kumar, Director. Clause 10.5 thereof deals with dispute resolution. The said clause is set out below:

"10.5. Arbitration

If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to a sole Arbitrator who is a neutral and suitably qualified third party appointed by the auditors of the Company.

The place of arbitration shall be Chennai. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in the English language."

4. Before filing this petition, the petitioner issued notice dated 06.07.2022 under Section 21 of the Arbitration and Conciliation Act, 1996.



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Proof of service of such notice on the respondent is on record. Since the respondent failed to cooperate in the constitution of an arbitral tribunal to resolve the dispute, the petitioner is entitled to succeed.

5. For reasons set out above, Arb.O.P.No.36 of 2022 is allowed by appointing Mr.Sanjay Pinto, Advocate, No.5, 'Manasarovar' 1st Floor, 60, C.P.Ramaswamy Road, Alwarpet, Chennai - 18, Mobile Nos.9840091547, 9884091547, as the sole arbitrator. The sole arbitrator is called upon to enter upon reference and adjudicate the dispute. The fees and expenses in respect of the arbitral proceedings shall be fixed by the arbitral tribunal in consultation with the parties.

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Index : Yes / No

Internet : Yes / No



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