



W.P.No.897 of 2020

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W.P.No.897 of 2020

M. DHANDAPANI., J.

Today, when the matter is taken up for hearing, the learned Standing counsel appearing for the respondents submitted that, this Court, vide order date 31.03.2023 disposed of the main Writ petition and appointed Hon'ble Mr. Justice V.Parthiban, Retired Judge of this Court, as Arbitrator to resolve the dispute between the parties and the parties are directed to raise all the disputes before the learned Arbitrator by filing material documents.

2. However, it is the contention of the learned standing counsel that, the impugned order will not be enforced until the arbitrator decides the issue and, therefore, to that extent necessary clarification be given in the order dated 31.03.2023.

3. Being satisfied with the above submission made by the learned standing counsel appearing for the respondents, this Court is inclined to modify the order of this Court dated 31.03.2023 and, accordingly, para 4 & 6 of the order dated 31.03.2023, would stand



W.P.No.897 of 2020

substituted with the following paragraph:-

“4. The learned Standing Counsel appearing for the respondents would submit that this Court may appoint an arbitrator to resolve the dispute between the parties and the impugned order will not be enforced till the arbitrator decides the issue.

5. In response, learned Senior Counsel for the petitioner submitted that this Court may appoint an arbitrator to resolve the dispute.

*6. In view of the consent expressed by the the learned Senior Counsel for the petitioner and the learned Standing Counsel appearing for the respondents, this Court, appoints Hon'ble Mr. Justice V.Parthiban, Retired Judge of this Court, as Arbitrator to resolve the dispute between the parties. The learned Arbitrator shall fix his remuneration, which shall be borne by either side equally. **The parties shall canvass all their grievances including the arbitral issue before the learned Arbitrator by filing appropriate material documents. The enforcement of the impugned order shall be subject to the result of the arbitration”***

4. All the other conditions and observations made in the earlier order dated 31.03.2023 shall remain intact.

5. Registry is directed to carry out the necessary correction as aforesaid in the order dated 31.03.2023 and issue fresh copy of the order to the learned counsel for the parties.



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W.P.No.897 of 2020

25.04.2023

M.DHANDAPANI., J.

skt

W.P.No.897 of 2020



WEB COPY



W.P.No.897 of 2020

25.04.2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.03.2023

CORAM :

THE HONOURABLE MR. JUSTICE M. DHANDAPANI

W.P.No.897 of 2020

and

W.M.P.Nos.1083 of 2020 & 16034 of 2021

V.Krishnamurthy

... Petitioner

Vs.

- 1.The Airport Authority of India,
(Represented by its Chairman),
Rajiv Gandhi Bhavan,
Safdarjung Airport,
New Delhi – 110 003.
- 2.The Airport Director,
Airport Authority of India,
Chennai International Airport,
Chennai – 600 027.
- 3.The Joint General Manager (Commercial),
Airport Authority of India,
Chennai International Airport,
Chennai – 600 027.



W.P.No.897 of 2020

4.The Manager (F & A – Revenue),
Airport Authority of India,
Chennai International Airport,
Chennai – 600 027. ... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for the records relating to the communication issued by the third respondent in Ref.No.AAM/C 2367/2019/2228 dated 01.11.2019 and quash the same.

For Petitioner : Mr.G.Rajagopalan
Senior Counsel
for M/s.Niranjana Rajagopalan
For Respondents : Mr.R.Parthiban

ORDER

This Writ Petition has been filed seeking for a Writ of Certiorari, to call for the records relating to the communication issued by the third respondent in Ref.No.AAM/C 2367/2019/2228 dated 01.11.2019 and quash the same.

2. The case of the petitioner is that the petitioner is the Proprietor of M/s.Aviation Express which provides Maxi cab services at Chennai



W.P.No.897 of 2020

Airport pursuant to the tender granted in favour of him. The tender was granted for parking schedule buses in the domestic airport as well international airport. In addition, remote parking was allotted in favour of the petitioner and after negotiation, the price was fixed at Rs.302/- per sq.mts per annum with 10% compound escalation during the subsequent years. The petitioner paid the escalation amount and service tax up to 28.02.2017 and vacated the said land. While so, the respondents revised the rate fixed earlier and subsequently, the respondent vide communication dated 01.11.2019 demanded a sum of Rs.2,86,81,003.79/- as arrears of rent with retrospective effect without invoking the arbitration clause available in the agreement. Hence, the petitioner has filed the present writ petition before this Court for appropriate directions.

3. The learned Senior Counsel for the petitioner submits that though the additional space was granted in favour of the petitioner, which is beyond 200 metres away from the main terminal and the rate was fixed at Rs.302 per sq.ft. per annum with escalation of 10% and the said amount was paid by the petitioner till 2017. Thereafter, the



W.P.No.897 of 2020

respondents demanded additional amount apart from the amount already agreed between the parties, for which, the petitioner vacated the entire premises in the year 2017. After vacating the premises, after lapse of two years, the present impugned demand is made, which is not sustainable one. Accordingly, he prayed for appropriate orders.

4. The learned Standing Counsel appearing for the respondents would submit that this Court may appoint an arbitrator to resolve the dispute between the parties.

5. In response, learned Senior Counsel for the petitioner submitted that this Court may appoint an arbitrator to resolve the dispute.

6. In view of the consent expressed by the the learned Senior Counsel for the petitioner and the learned Standing Counsel appearing for the respondents, this Court, appoints Hon'ble Mr. Justice V.Parthiban, Retired Judge of this Court, as Arbitrator to resolve the dispute between the parties. The learned Arbitrator shall fix his remuneration, which shall be borne by either side equally. The parties shall raise all the disputes



W.P.No.897 of 2020

before the learned Arbitrator by filing material documents.

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7. Accordingly, this writ petition is disposed of. No costs.

Consequently, the connected miscellaneous petitions are closed.

8. Registry is directed to forward a copy of this order to the learned Arbitrator, who shall cause notice to the parties by fixing a particular day for appearance for proceeding with the arbitration.

31.03.2023

Index : Yes / No
Speaking order / Non-speaking order
Neutral Citation Case : Yes / No
sp

To

1. The Chairman,
Airport Authority of India,
Rajiv Gandhi Bhavan,
Safdarjung Airport,
New Delhi – 110 003.



W.P.No.897 of 2020

WEB COPY

- 2.The Airport Director,
Airport Authority of India,
Chennai International Airport,
Chennai – 600 027.
- 3.The Joint General Manager (Commercial),
Airport Authority of India,
Chennai International Airport,
Chennai – 600 027.
- 4.The Manager (F & A – Revenue),
Airport Authority of India,
Chennai International Airport,
Chennai – 600 027.



WEB COPY



W.P.No.897 of 2020

M.DHANDAPANI, J.

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W.P.No.897 of 2020

31.03.2023