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Arb. O.P(Com.Div). No.63 of 2023

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

DATED : 09.03.2023

CORAM

**THE HONOURABLE MR. JUSTICE KRISHNAN RAMASAMY**

**Arb. O.P(Com.Div). No.63 of 2023**

PBEL Property Development (India) Pvt., Ltd.,  
Represented by its Authorised Signatory,  
K.Chakravarthy Reddy,  
Having his administrative office at,  
1/212, Thaiyur B Village,  
Rajiv Gandhi Salai (OMR),  
Kelambakkam Post, Kanchipuram District,  
Tamil Nadu – 603 103.

... Petitioner

Vs.

1.Velammal Educational Trust,  
Rep. by its Trustees,  
Having address at,  
Velammal Engineering College Campus,  
'Velammal New-Gen Park,  
Ambattur-Red Hills Road,  
Chennai – 600 066.

2.Velammal New Gen School,  
Unit of M/s. Velammal Educational Trust,  
Rep. by its Correspondent,  
MVM Velmurugan residing at  
No.21A, Aruthra Street,  
T.S. Krishna Nagar, Mogappair,  
Chennai – 600 037.

... Respondents

**PRAYER :** Original Petition is filed under Section 11 (6) of the Arbitration and



Conciliation Act, 1996, praying to resolve the disputes between the parties herein with respect to the lease deed dated 13.04.2017.

For Petitioner : Mr.C.Subramanian

For Respondents : Mr.Anupan

### **ORDER**

This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, praying to resolve the disputes between the parties herein with respect to the lease deed dated 13.04.2017.

2.Both the learned counsel appearing for the respective parties would submit that the present dispute is arising out of the lease deed dated 13.04.2017 and other incidental and connected agreements between the parties. They would further submit that the present dispute is arbitrable and therefore, the same can be referred to arbitration in terms of Article 13 of the lease deed dated 13.04.2017, which reads as follows:

### **ARTICLE 13 REFERENCE OF DISPUTE AND JURISDICTION**

13.1 Notwithstanding anything contained in any other law for the time being in force, if any dispute, differences or disagreements arising out of, in connection with or in



relation to this Lease Deed including its interpretation, performance or termination or any manner of civil nature etc., arises among the parties, such dispute etc., shall be referred to arbitration for resolution and settlement.

13.2 Where a dispute has been referred to arbitration under Article 13.1, the same shall be settled or decided by the arbitrator to be appointed by the LESSOR. The provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modifications thereof) shall apply to all arbitration made under Article 13.1. Language of the arbitration shall be English and the venue of arbitration shall be at Chennai.

13.3 Subject to Arbitration stated above, Courts at Chennai alone shall have exclusive and competent jurisdiction in respect of disputes between the parties under this Lease Deed.

3.By referring the above Clause, learned counsel appearing for both the parties requested this Court to appoint an Arbitrator.

4.Considering the submissions made by the learned counsel appearing for both the parties and a perusal of Article 13 of the lease deed dated 13.04.2017, it is clear that the present dispute is arbitrable in terms of the said agreement dated 13.04.2017. Hence, this Court is inclined to appoint an Arbitrator to



adjudicate the dispute between the petitioner and the respondent.

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i) Accordingly, **the Hon'ble Mr.Justice N.Paul Vasantha Kumar, Former Chief Justice, High Court of Jammu and Kashmir, residing at No.24-A, 2<sup>nd</sup> Street, Kamaraj Avenue, Adyar, Chennai – 600 115, (Contact No.9444390958)** is appointed as the Arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties.

ii) The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the Order, without influencing any of the observations made by this Court in this order.

iii) The learned Sole Arbitrator appointed herein shall be paid fees and other incidental charges, fixed by him and the same shall be borne by the parties equally.

iv) In the event of non-appearance of the respondent herein, the petitioner herein shall bear the entire remuneration and other expenses and thereafter, the petitioner can recover the same directly from the respondent herein.



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5.This Original Petition is ordered accordingly, leaving the parties to bear their own costs. Since this Court has appointed an Arbitrator, it is open to the petitioner as well as the respondent to seek other reliefs under the provisions of Arbitration and Conciliation Act 1996 before the Arbitrator.

**09.03.2023**

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**Note:** Issue Order Copy on 15.03.2023.

**KRISHNAN RAMASAMY. J.,**

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