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Arb.O.P (Com.Div.) No.168 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.07.2023

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No.168 of 2023

M/s. Felixa Builder Private Limited,
Represented by its Authorized Signatory
Mr. R. Ashok Kumar

... Petitioner

vs.

Capt. K. P. K. Kannan

... Respondent

Prayer : Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a sole Arbitrator to adjudicate the differences and disputes between the parties hereto.

For petitioner	: M/s. Thiagarajan
For respondent	: Mr. Adinarayanayana Rao

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an Arbitrator.



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2. Both the parties are represented by learned counsels. There seems to be a dispute between the petitioner and the respondent arising out of a Development Agreement dated 06.04.2022. The petitioner is a Developer and the respondent is the land owner. Admittedly, there is an arbitration clause in the Development Agreement dated 06.04.2022. The arbitration clause is extracted hereunder :-

DISPUTE RESOLUTION:

It is a mutually agreed between the parties herein that in the event of any dispute or difference between the parties, arising out of this agreement, the said disputes or differences shall be attempted to be amicable settled and in the event there is no amicable settlement between the parties, the disputes or difference shall be referred for adjudication by a Sole Arbitrator, to be mutually appointed by both parties and the Award rendered by such Sole Arbitrator shall be final and binding on both the parties. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, or its statutory re-enactments or modifications that are in force. Venue of the Arbitration shall be in Chennai city only and the arbitration shall be conducted in English language.

3. The petitioner had invoked an arbitration in respect of its claim arising out of the Development Agreement by the letter of its lawyer dated 22.11.2022. A reply has also been sent by the respondent through his



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lawyer on 29.11.2022. Earlier, this Court had referred the dispute for mediation before the Mediation Centre attached to this Court. However, the mediation has failed as seen from the mediation report submitted by the Mediation Centre, dated 17.07.2023. Since, both the parties admit that there is a valid arbitration agreement and since there has been no consensus with regard to the name of the Arbitrator, this Court will have to appoint an Arbitrator. Accordingly, this petition is allowed with the following directions :-

(a) This Court hereby appoints Hon'ble Mr.Justice T.Ravindran, former Judge of this Court, residing at New No.27, Old No.12, 3rd Avenue, Indira Nagar, Adyar, Chennai - 20 (Mobile No.9941350926), as the sole Arbitrator to adjudicate the dispute between the petitioner and the respondent arising out of the Development Agreement, dated 06.04.2022.

(b) The Sole Arbitrator appointed by this Court shall be paid remuneration/fees as per the schedule agreed upon by the parties to the dispute.



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(c) Both the parties shall equally share the arbitrator's fees.

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

21.07.2023

Index: Yes/ No
Speaking order / Non speaking order
Neutral citation : Yes / No
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