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Arb.O.P (Com.Div.) No.116 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.06.2023

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.116 of 2023

Manimegalai

... Petitioner

Vs.

M/s.GTL Infrastructure Limited,
Rep. by its Managing Director,
No.232/77 (186/303), Purasaiwakkam High Road,
Kilpauk, purasaiwakkam, Chennai 600 010.

... Respondent

Arbitration Original Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 to appoint an arbitrator to decide the disputes that have arisen between the petitioner and the respondent under the license agreement dated 28.10.2015.

For Petitioner : Mr.S.Suresh

For Respondents: Mr.C.Sakthimanikandan



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ORDER

This Arbitration Original Petition has been filed to appoint an arbitrator to decide the disputes that have arisen between the petitioner and the respondent under the license agreement dated 28.10.2015.

2. The learned counsel for the petitioner would submit that the petitioner had entered into a License Agreement dated 28.10.2015 with M/s.Chennai Network Infrastructure Limited (CNIL). Since there is a default in payment of rent on the part of CNIL, the petitioner had filed a suit for recovery before the XXIV Assistant City Civil Court, Chennai in O.S.No.2280 of 2021 on 22.12.2020. The respondent appeared in the recovery proceedings and submitted that by an order dated 13.12.2017 passed by NCLT, M/s.CNIL was merged with GTL Infrastructure Ltd, who is the respondent herein and furnished a documentary evidence with regard to the same. Thereafter, the respondent had filed an interim application in I.A.No.3 of 2021 to refer the said suit to the Arbitration as per the clause 22 of the said agreement. The said interim application was allowed and the suit was dismissed vide an order dated 26.04.2022 passed by XXIV Assistant



City Civil Court. At this juncture, the petitioner initiated the arbitration proceedings by issuing a notice dated 30.11.2022 to the respondent to appoint Mr.Sundar, Advocate and Arbitrator, having Office at Rohit Tower, New No.261, Old No.127, 2nd Floor, Angappa Naicken Street, Chennai – 600 001, as a sole Arbitrator. However, since the respondent did not sent any reply to the said notice till date, the petitioner had filed this present original petition for appointment of a sole Arbitrator.

3. The learned counsel for the respondent gave consent for appointment of said Arbitrator.

4. Upon hearing the learned counsel for the petitioner as well as the respondent and perusing the materials available on record, it is clear that the present dispute is arising out of the said license agreement, the same is arbitrable in terms of Clause 22 of the said license agreement, which reads as follows:

“22. Any dispute or claim between the parties hereto arising out of or relating to this agreement, or its implementations and/or its effect, or the breach, termination, due to efflux of time or



otherwise, or invalidity thereof, either during its subsistence or after its termination, shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of Arbitration and Reconciliation Act, 1996. The Arbitration shall be held at Mumbai.”

5. In view of the above, this Court is inclined to appoint an Arbitrator to adjudicate the disputes between the parties. Accordingly, this Court feels it appropriate to pass the following order:

i) Mr.Sundar, Advocate and Arbitrator, having Office at Rohit Tower, New No.261, Old No.127, 2nd Floor, Angappa Naicken Street, Chennai – 600 001, is appointed as sole 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. The learned Arbitrator is also directed to decide the matter without influenced by any of the observations made by this Court in the present order.



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iii) The learned Arbitrator is requested to conduct arbitration proceedings in accordance with the Madras High Court Arbitration Proceedings Rules, 2017 and the fee of the learned Arbitrator shall be fixed in accordance with Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees), Rules 2017.

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

v) Since this Court has appointed an Arbitrator, it is open to the petitioner/s as well as the respondent herein to seek other reliefs under the provisions of Arbitration and Conciliation Act 1996 before the learned Arbitrator.

15.06.2023

Speaking/Non-speaking order

Index : Yes / No

Neutral Citation: Yes / No

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KRISHNAN RAMASAMY.J.,
nsa/sd

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