



Arb.O.P (Com.Div.) No.191 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.06.2023

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.191 of 2023

Same Deutz Fahr India Private Limited,
Represented by Mr.P.Ramesh
No.72/72M, SIPCOT Industrial Complex,
Ranipet-632 403, Tamil Nadu.

... Petitioner

Vs.

1.M/s.Krishna Agro Tech,
No.6, GST Road, Mamandur,
Chengalpattu, Kanchipuram 603 111
Tamil Nadu

2.J.Krishnaveni
3.Jegadeesh Jeyaraj
4.Vijay Jeyaraj

... Respondent

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a sole Arbitrator to adjudicate the disputes between the petitioner and the respondent and to direct the respondents to pay the cost of this petition.



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For Petitioner : Ms.Prapti Mehta
For Respondent : No appearance

ORDER

This Arbitration Original Petition is filed to appoint a sole Arbitrator to adjudicate on the disputes between the petitioner and the respondent as per the provisions of the Arbitration and Conciliation Act, 1996 (hereinafter called as “the Act”).

2. The learned counsel for the petitioner would submit that the petitioner and the respondent had entered into a dealership agreement dated 03.01.2018 and as per the terms of the agreement, the petitioner supplied tractors, spare parts, tools to the respondent until February, 2022. Thereafter, due to non-payment of dues by the respondent, the petitioner had stopped the supply. In spite of several reminders, the respondent had not made any payment to the petitioner. Hence, a notice under Section 21 of the Arbitration and Conciliation Act, 1996 (hereinafter called as “the Act”) was sent to the respondent on 05.12.2022 and the same was received by the



respondent. However, since there is no response from the respondent, the present petition came to be filed.

3. Further, the learned counsel for the petitioner would submit that the present dispute is arising out of the dealership agreement dated 03.01.2018 and the same can be arbitrable in terms of Clause 14J of the said agreement, which reads as follows:

“14.MISCELLANEOUS:

.....

J. Dispute Resolution

Any and all disputes, which may arise under, out of, in connection with, or in relation to this agreement, including those as to the application and/or interpretation of this agreement, or the legal relations and/or mutual rights, performance and obligations of the parties hereunder, shall be resolved through negotiations by the authorised officers or representatives of the company and the dealer before seeking outside resolution of the dispute. Those disputes not resolved by negotiations, within the thirty (30) days from the date of notification of the disputes, shall be resolved through arbitration by a sole arbitrator to be appointed by the Director of the company, who may be authorised by the Board of Directors of the Company in this regard. The arbitration proceedings shall be held at Chennai in accordance with the



provisions of Arbitration and Conciliation Act, 1996 as in force in India or any statutory modifications or reenactments thereof. The Courts at Ranipet/Vellore alone shall have exclusive jurisdiction in all matters arising out of this agreement.”

By referring the said clause, she would submit that the present dispute may be referred to Arbitration.

4. After filing of this petition, notice was ordered to the respondent and the name of the respondent was also printed in the cause list. However, when the matter was taken up for hearing today, none appeared on behalf of the respondent, which shows that the respondent is not interested in contesting this matter. Therefore, this Court proceeds to pass orders.

5. Heard the learned counsel for the petitioner and also perused the materials available on record.

6. In view of the above, this Court is satisfied that the present dispute is arising out of the said agreement and the same is arbitrable in terms of



Clause 14J of the said agreement. Hence, this Court is inclined to appoint a sole Arbitrator.

7. Accordingly, this Court feels it appropriate to pass the following order:

i) Hon'ble Dr. Justice M.Jaichandran (Rtd.,) residing at Door No.422, South 2nd Main Road, Kapaleeswarar Nagar, Neelankarai, Chennai – 600 115, Contact No.9444390951, 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 the observations made by this Court in the present order.

iii) The learned Sole Arbitrator appointed herein shall be paid fees and other incidental charges, as per Schedule IV of the Act and the same shall be borne by the parties equally. In the event of non-appearance of the respondent, the petitioner shall bear the entire remuneration and other expenses and



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thereafter, the petitioner can recover the same directly from the respondent and vice versa.

8. With the above directions, this Arbitration Original Petition is allowed.

27.06.2023

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



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KRISHNAN RAMASAMY.J.,
nsa

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