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Arb.O.P.(Com. Div.) No.265 of 2---

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.08.2023

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) No.265 of 2023

Same Deutz Fahr India Private Limited,
Representated by P.Ramesh.

... Petitioner

Vs.

1.M/s.Green Shakthi,
Partnership Firm,
Having office at
Panjetty, Chennai - Kolkata Highway,
Ponneri,
Dist - Thiruvallur - 601 204, Tamilnadu.

Also at:
Ponni Amman Koil Street,
Vembakkam Village, Ponneri Post,
Ponneri Taluk, Thiruvallur District,
Pin Code - 601 204, Tamil Nadu.

2.Muthukrishnaa
Partner, M/s.Green Shakthi,
Partnership Firm,
Having office at
Panjetty, Chennai - Kolkata Highway,
Ponneri,
Dist - Thiruvallur - 601 204, Tamilnadu.



Also at:
No.431, TV Puram,
Ponneri Post and Tk,
Dist - Thiruvallur - 601 204, Tamilnadu.
3.Ms.G.Vishnupriya,
Partner, M/s.Green Shakthi,
Partnership Firm,
Having office at
Panjetty, Chennai - Kolkata Highway,
Ponneri,
Dist - Thiruvallur - 601 204, Tamilnadu.

Also at:
252/2, Pioneer Colony,
Anna Nagar West Extn.,
Thiruvallur - 600 101, Tamil Nadu.

... Respondents

PRAYER: Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 to appoint a sole arbitrator to adjudicate the dispute between the petitioner and the respondents and to direct the respondents to pay the cost.

For Petitioner : Ms.Prapti Mehta

For Respondents : No Appearance

ORDER

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



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2. Notice in this application has been duly served on the respondents through substituted service. The name of the respondents are also printed in the cause list today.

3. The petitioner is the manufacturer and the respondents are its dealers. Both the parties have entered into a dealership deed dated 10.01.2019. There seems to be a dispute arising out of the same. There is an arbitration clause available in the dealership agreement dated 10.01.2019. The petitioner has invoked arbitration in accordance with the arbitration clause by sending a notice to the respondents on 19.01.2023. Notice sent to the respondents were returned by the Postal Authorities.

4. Since, there has been no consensus between the parties with regard to the name of the arbitrator, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, seeking for appointment of an arbitrator by this Court.

5. The arbitration clause contained in the dealership agreement is extracted hereunder:



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"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 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 the 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."

6. Since there is a valid arbitration agreement and the petitioner has



also invoked arbitration in accordance with the said arbitration, by sending a notice to the respondents on 19.01.2023 and there is no consensus between the parties with regard to the name of the arbitrator, this Court will have to necessarily appoint an arbitrator.

7. For the foregoing reasons and in view of the Arbitration clause available under the Dealership Agreement dated 10.01.2019, this Court appoints Mrs.Chitra Narayan (Advocate) as the Sole Arbitrator to decide the dispute between the petitioner and the respondents. Accordingly, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

(a) This Court appoints Mrs.Chitra Narayan, Advocate, who is having office at No.3E, Kgeyes Eternity, Parvathy Street, Kalakshetra Colony, Besant Nagar, Chennai - 600 090 (Mobile No.90940 31934) as a sole Arbitrator to decide the dispute between the petitioner and the respondents arising out of the Dealership Agreement, dated 10.01.2019;

(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996;

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



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(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.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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