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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.09.2023

CORAM

THE HONOURABLE MS.JUSTICE R.N.MANJULA

Arb.O.P.No.44 of 2023

VS Kumar

...

Petitioner

Vs.

Rotary Club of Coimbatore Ikons
Winmeen Tower
KNG Pudur Road
Thudiyalur
Coimbatore 641 034.

...

Respondent

PRAYER: Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, prays to appoint an arbitrator to adjudicate the disputes between the petitioner and the respondent as per Section 4 of Article 17 of the Rotary Club Constitution.

For Petitioner : Mr.Karthik Ranganathan

For Respondent : Mr.S.Srivasta for M/s.S.V.Pravin Rathinam



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ORDER

This Petition has been filed for appointment of an Arbitrator to adjudicate the dispute between the petitioner and the respondent as per Section 4 of Article 17 of the Rotary Club Constitution.

2. There is no disagreement on the fact that the petitioner was also a member of the respondent Rotary Club. The grievance of the petitioner is that he has been unceremoniously terminated on 30.08.2022 on certain false allegations. Thereafter, the petitioner had sent a request for mediation and the respondent has also sent a response by stating that the request for mediation will be tabled before the Board Meeting. Since nothing is fructified, the petitioner had once again sent a letter by invoking Section 1 of Article 17 and in the said letter, he also nominated one Arbitrator of his choice in fulfillment of Section 4 of Article 17 of the Rotary Club Constitution.

3. The learned counsel for the respondent submitted that the respondent had already responded to the letter dated 11.04.2023 sent by the petitioner and he has nominated an Arbitrator of his choice. It is submitted that on the side of the respondent one Mr. DG Rajmohan Nair's name has been suggested as an arbitrator.



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4. The learned counsel for the petitioner has stated that DG Rajmohan Nair has got conflict of interest as he has already expressed about his opinion about the Board's decision. In such case, the person so suggested by the respondent cannot be considered as an arbitrator. The respondent did not give any alternate choice and has stated that he still has an objection as to the arbitration petition itself.

5. The existing arbitration clause binds the parties as they are parties to the arbitration agreement. The in house mechanism suggested in the agreement to resolve the dispute before it has been referred to Mediation and that have also been completed. In such case, the objection of the respondent that the arbitration clause cannot be invoked is not correct.

6. The learned counsel for the petitioner suggested one Mr. James Kalaserry, Rotarian as an arbitrator of his option. There is no objection from the side of the respondent to have Mr. James Kalaserry, Rotarian as one of the arbitrators. As per the arbitration agreement there should be three arbitrators. Each party is at liberty to opt one arbitrator and thereafter both the arbitrators shall nominate the third arbitrator.

7. Since the respondent has not come out with any of his option, the court needed to suggest one Rotarian at Coimbatore as second arbitrator.



Because seat of the arbitrator at Coimbatore and the arbitrator should be necessarily a Rotarian.

8. The petitioner produced the following list of names of Rotarians of the Rotary Clubs located at Coimbatore and who are willing to perform the role of the second arbitrator:

sl.no	Name of the Rotarian	Position	Name of the Club	Club ID
1	Mr.Rajan D.Shah	Member and Past President	Rotary Club of Coimbatore Satellite	26919
2	Mr.Karthikeyan Gangadaran	Member and Past President	Rotary Club of Coimbatore	15840
3	Mr.Basheer Ahmed	Member and Past President	Rotary Club of Coimbatore Centennial	72374

9. The respondent did not have any serious objection to nominate any one of the persons in the above list. Hence I appoint Mr. Rajan D.Shah, Member and Past President, Rotary Club of Coimbatore Satellite, club ID is 26919 as the second arbitrator for conducting the arbitration proceedings.

This application is **allowed** accordingly and the parties are liable to bear their own costs:

(i) the first Arbitrator Mr.James Kalaserry, Rotarian and the second arbitrator Mr.Rajan D.Shah, Member and Past President, Rotary Club of Coimbatore Satellite shall nominate the third arbitrator and conduct the



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arbitration proceedings and resolve the dispute between the parties.

(ii) The learned Arbitrators may, 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 Arbitrators are at liberty to fix their remuneration and other incidental expenses as per the schedule to the Arbitration & Conciliation Act, 1996.

(iii) The proceedings may be conducted under the aegis of the Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules. The disclosure and declaration may be made by the learned Arbitrators in the form specified in the Fifth Schedule to the Arbitration and Conciliation Act, 1996.

27.09.2023

jrs



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R.N.MANJULA, J.

jrs

Copy to:

Mr. Mr.Rajan D.Shah,
Member and Past President,
Rotary Club of Coimbatore Satellite

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