



O.P.NO.64 OF 2023

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.10.2023

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

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M/s.V.Ships Ship Management (India) Private Limited
Represented by its Managing Director
Capt. Pradeep Kale
EA Chambers Tower II,
8th Floor, No.49, 50L, Whites Road,
Royapettah, Chennai – 600 014.

. . . Petitioner

VS.

Abdul Rasheed Basudeen
Son of Mr.Abdul Rasheed
No.14/1, Subbarao Avenue,
3rd Cross Street, College Road,
Nungambakkam, Chennai – 600 034.

. . . Respondent

PRAYER : Petition filed under Section 11(6) of Arbitration and Conciliation Act, 1996 to (a) appoint any one of the three persons-

- (1) Mr.M.Mohideen Pitchai (Retd. District and Sessions Judge];
- (2) Mr.N.Ramachandran (Retd. District Judge]; and
- (3) Mr.V.Pauldas [Retd. Sub-Judge]



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as Sole Arbitrator in the matter to adjudicate the disputes between the petitioner and the respondent in terms of the arbitration agreement dated 19.04.2016;

(b) direct the respondent to pay the cost of this petition.

For Petitioner : Mr.S.Bharath
For Respondent : Mr.M.Mubarak Ahmad
for Mr.S.R.Babu
for M/s.Ahamed Associates

ORDER

This Original Petition has been filed for appointment of an Arbitrator to resolve the dispute arising out of the Lease Agreement dated 19.04.2016 between the petitioner and the respondent.

2.It is the contention of the petitioner that the respondent is the landlord and the petitioner is the tenant. At the time of entering into the Lease Agreement dated 19.04.2016, the petitioner has deposited a sum of Rs.28,68,250/- (Rupees Twenty Eight Lakhs Sixty Eight Thousand and Two Hundred and Fifty Only) as interest free refundable Security Deposit. Though the petitioner has vacated the premises long back, the advance amount deposited by the petitioner has not been refunded to the petitioner by the respondent. Hence, as per Clause 20



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of the Lease Agreement, in the event of any dispute arising out of or in relation to the Lease Agreement, it is agreed by the parties that the same shall be referred for arbitration. Hence, the petitioner seeks to appoint an Arbitrator.

3.The learned counsel for the petitioner submits that since the dispute between the parties is landlord / tenant dispute, the same is governed under the Landlord and Tenant legislation and the same will not be arbitrable. He further submits that Section 24 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 deals with recovery of money with interest.

4.Heard the submissions made on either side and perused the entire materials available on record.

5.The dispute is not with regard to the rights of the tenant to have a benefits under the said legislation and it is only for recovery of the advance amount, which has been disputed. It is relevant to refer Clause 20 of the Lease Agreement dated 19.04.2016 which read as follows:



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'20.In case of any dispute or difference arising out of or in relation to this Lease, then the same shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be Chennai. This Agreement shall be governed by the laws of India.'

6.Since the parties are agreed to resolve the dispute and the tenant's rights guaranteed under the above said Act is noway involved in this case and the dispute is only with regard to refund of advance amount, it is the contention of the respondent that the same can be referred for arbitration.

7.Considering the above facts and circumstances, it is ordered as follows:

i) That Mr.Chevanan Mohan, Advocate, having office at No.108, Armenian Street, Catholic Centre, Chennai – 600 001, Mobile No.98400 29865 is appointed as a Sole Arbitrator to enter upon reference and adjudicate the matter.



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ii] That 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 three months from the date of receipt of this order.

iii] That the learned Sole Arbitrator appointed herein shall be paid fees as per the schedule and the same shall be borne by the parties equally.

8.This Original Petition is ordered accordingly, leaving the parties to bear their own costs.

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



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N.SATHISH KUMAR, J.

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