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Arb.O.P.(Com.Div.) No.318 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.07.2023

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No.318 of 2023

M/s.Stalwart People Services India Limited,
represented by its Regional Director
G.Murali

... Petitioner

Versus

1.Ozone Projects Private Limited,
represented by its Directors

2.President and Authorised Representative,
Ozone Projects Private Limited
Prakasam Jagan

... Respondents

Prayer: Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a suitable person as an Arbitrator in terms of the Arbitration Agreement dated 06.05.2021 entered between the petitioner and the respondents.

For Petitioner : Mr.D.Prasanna

For Respondents : No appearance



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ORDER

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

2.The petitioner seems to have rendered services to the respondents under two work orders, both dated 06.05.2021. According to the petitioner, certain sums are due and payable by the respondents for the services rendered by them, which have not been paid till date.

3.There is an arbitration clause in both the work orders and is found in Clause 7 therein, which reads as follows:-

“7. Governing law and dispute resolution:

Contractor irrevocably submits to the jurisdiction of the Courts in Chennai, India. Any dispute, controversy or claim arising out of or relating in connection with the Terms and Conditions of this work order, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force and amendments thereto, if any, by a sole arbitrator appointed by the Developer. The arbitration shall



be held in Chennai, Tamil Nadu, India, and shall be conducted in the English language. The arbitration award shall be final and binding on the parties. The parties shall bear their own attorneys', experts' and other fees and expenses in connection with any arbitration unless otherwise determined by the arbitrator."

4.The petitioner also invoked arbitration clause by sending a notice to the respondents on 24.03.2023 suggesting three names as arbitrators. The said notice also has been received by the respondents on 27.03.2023 as seen from the postal tracking report. Despite the same, the respondents have chosen not to reply or nominate their arbitrator.

5.Notice has been duly served on the respondents and the name of the respondents are also printed in the cause list. Since there is a valid Arbitration Agreement between the parties and there has been no consensus with regard to the name of the Arbitrator, this Court will have to necessarily appoint an Arbitrator under Section 11 of the Arbitration and Conciliation Act.

ABDUL QUDDHOSE, J.



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WEB COPY 6. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

(a) This Court appoints Mr.S.R.Sundar, having office at 2nd Floor, New No.271, Old No.127, Rohith Tower, Angappa Naicker Street, Chennai-600 001 (Mobile 9444055853) as the Sole Arbitrator to decide the dispute between the petitioner and the respondents arising out of the Agreement dated 06.05.2021, on merits and in accordance with law.

(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.

(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

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