



A.No.3790 of 2023

Application No.3790 of 2023

in

O.P.No.187 of 2021

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ABDUL QUDDHOSE, J.

Narendra Malhotra

... Applicant

Versus

1.M/s.Oriental Cuisine Pvt. Ltd. (OCPL),
Rep. By its Director Mr.Hari Narayan,
New No.2, Old No.141, Mount Road Lane,
Saidapet, Chennai 15.

2.Mr.Sandesh Reddy

... Respondents

This application has been filed under Section 15 of the Arbitration and Conciliation Act, 1996, seeking for appointment of a new arbitrator, since the earlier arbitrator appointed by this Court on 19.04.2021 passed in O.P.N.o.187 of 2021 has been elevated as a Judge of this Court.

2. The petitioner was appointed as consultant by the respondent under the agreement dated 01.05.2019. There seems to be a dispute between the parties arising out of the agreement dated 01.05.2019, under which, an arbitration clause is also available, which is extracted hereunder:-



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“12. Governing Law and Dispute”

Resolution:

The parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any claim arising out of or relating to this agreement shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. All hearings will be held in Chennai and shall be conducted in English. The parties shall each appoint an arbitrator who shall then appoint a presiding arbitrator to preside over the arbitration proceedings. This agreement shall be governed by and construed in accordance with the laws of India. The adjudication of any dispute will be the exclusive jurisdiction of the Courts of Chennai.”

3. The applicant has invoked the arbitration clause by issuing a notice dated 16.12.2020 to the respondents. The respondents have neither chosen to send any reply nor have they nominated any arbitrator on their side. Since there has been no consensus with regard to the name of the arbitrator,



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this application has been filed seeking for appointment of an arbitrator.

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4. Learned counsel for the respondents, on instructions, would submit that the respondents have no objection for this Court to appoint an arbitrator. The said submission of the learned counsel for the respondents is recorded.

5. Since there is a valid arbitration clause contained in the arbitration agreement dated 01.05.2019 entered into between the parties and the petitioner having followed the procedure contemplated under the Arbitration and Conciliation Act, 1996, before filing this application, this Court will have to necessarily appoint an arbitrator. Accordingly, this application is allowed with the following directions:-

(a) This Court hereby appoints Mr.Anirudh Krishnan, advocate, having office at Madhumalathi, No.20, Old No.59, Seethammal colony, Alwarpet, Chennai-18 (Mobile No.7299088824), as the sole arbitrator to adjudicate the dispute between the petitioner and the respondents arising out the agreement dated 01.05.2019.



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(b) The Sole Arbitrator appointed by this Court shall be paid remuneration as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

(c) The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996.

(d) The Arbitrator shall also pass the arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.

(e) Both parties shall share equally the fees payable to the sole arbitrator.

01.08.2023

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