



Arb..O.P(Com.Div). No.420 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.10.2023

CORAM :

THE HONOURABLE MR.JUSTICE C.SARAVANAN

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M/s.Threekay Constructions,
Represented by its Managing Partner,
Mr.N.Karuppasamy,
Having its registered office at
No.5/381, 2nd Street, Shanthi Nagar,
Athimarappatti Road,
Tuticorin – 628 005.

... Petitioner

Vs.

Schneider Electric India Pvt Ltd,
Formerly L & T Electrical and Automation,
TC-1, building, 2nd Floor,
Manapakkam,
Chennai – 600 089.

... Respondent

Prayer: Original Petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 praying to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the agreement dated 10.05.2017 and to direct the respondent to pay costs and to grant such further reliefs.

For Petitioner : Mr.Anirudh A Sriram

For Respondents : No Appearance
Notice served



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ORDER

The petitioner was appointed as a Sub Contractor of Larsen & Toubro Electrical and Automation for the works being executed by Larsen & Toubro Electrical and Automation for Dakshin Bharat Gateway Terminal Private Limited. The work order was placed in the form of purchase order dated 02.08.2017 and 04.08.2017 by Larsen & Toubro Electrical and Automation which precedes an agreement dated 10.05.2017. All these documents contain a Clause for resolution of dispute through Arbitration.

2. The petitioner appears to have completed the work on 10.03.2018, pursuant to the above mentioned agreement and purchase orders. The petitioner has also sent several notices/letters to Larsen & Toubro Electrical and Automation to settle the amount due for the work completed by the petitioner as a Sub-Contractor. There were also discussions and deliberations. By E-mail dated 27.07.2020, the Deputy General Manager – Procurement of Larsen & Toubro Limited (Control & Automation Business Unit), Automation Campus, Mumbai has also confirmed the position. However, disputed the claims of the petitioner.



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3. Meanwhile, the Larsen & Toubro Electrical and Automation was hiered-off as a unit of the respondent as a growing concern. The press notice released by Larsen & Toubro Electrical and Automation on 31.08.2020, confirms the position with regard to the closure of the strategic divestment of its Electrical and Automation (L&T E&A) business to Schneider Electric India Private Limited, the respondent herein a global player in Energy Management and Automation.

4. The petitioner has also enclosed a copy of the news paper report/press release of Schneider Electric India Private Limited confirming the position on the same day. The petitioner has issued notice dated 04.07.2022 to the respondent and has called upon the respondent to pay the petitioner for a sum of Rs.41,35,559/- within a period of seven days from the date of receipt of a notice. This was followed by another notice dated 20.04.2023. However, the respondent has not responded to the same.

5. The issue that arises for consideration is whether the past dues and liabilities under the agreement dated 10.05.2017 and purchase order placed on the petitioner on 02.08.2017 and 04.08.2017 in respect of which claims were



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made against Larsen & Toubro Limited can be made on the respondent which has apparently taken over the Automation Business of the Larsen & Toubro Limited with whom the petitioner had an arrangement on 10.05.2017 followed by purchase order dated 02.08.2017 and 04.08.2017. Unless, the agreement between the Larsen & Toubro Limited and the respondent is available, it cannot be straight away inferred that the respondent will be governed by the Arbitration clause in the agreement dated 10.05.2017 and purchase orders dated 02.08.2017 and 04.08.2017.

6. Under these circumstances, Court is not inclined to allow this petition without any documents to support this petition. It is open for the petitioner to work out the remedy in the manner known to law either by filing an fresh application for appointment of an Arbitrator to resolve the dispute with Larsen & Toubro or in an alternative to file a suit.

7. This petition stands dismissed with the above observations. No costs.

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C.SARAVANAN, J.

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