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Arb.O.P(Com.Div.)No.418 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.12.2023

CORAM :

THE HONOURABLE MR.JUSTICE C.SARAVANAN

Arb.O.P.(Com.Div.)No.418 of 2023

M/s.Infinity Ray,
H.No.1-16-60/1, Sai Nagar Colony,
Venkatapuram, Alwal Secunderabad,
Ranga Reddy, Telangana – 500 015.

... Petitioner

Vs.

M/s.GFM Retail Private Limited,
No.2, 4th Cross, 1st Main Road,
S.V.S.Nagar, Valasaravakkam,
Chennai – 600 087.

... Respondent

Prayer: Original Petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a sole Arbitrator to adjudicate the disputes arise between the Petitioner and the Respondent and direct the Respondent to pay the cost of this petition.

For Petitioner : M/s.Meena

For Respondent : Mr.G.Vairava Subramanian



ORDER

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This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a sole Arbitrator to adjudicate the disputes arise between the Petitioner and the Respondent and direct the Respondent to pay the cost of this petition.

2. The dispute between the petitioner and the respondent is arbitrable in terms of Franchise Agreement dated 01.03.2022. It reads as under:-

“XIII.LEGAL.

1.General: This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with Indian Substantive and Procedural law, applicable to agreements made and to be performed entirely therein.

2.Arbitration: In the event of disputes that both parties are unable to solve through mutual discussion and compromise, the same shall be referred to a sole arbitrator, to be appointed with mutual understanding of the parties, as per the provisions of the Indian Arbitration and Conciliation Act, 1996. The outcome of Arbitration shall be final and binding on both parties. The seat of arbitration shall be Chennai and the language of Arbitration shall be English.

3. Jurisdiction: The parties hereby agree and shall submit to the exclusive jurisdiction of the Courts at Chennai, Tamilnadu.”



3. In this connection, a notice under Section 21 dated 08.06.2023 was issued. The respondent had also responded on 12.07.2023 to Section 21 notice dated 08.06.2023. The learned counsel for the respondent has suggested the names of two other Advocates.

4. Having considered the arguments advanced by the learned counsel for the petitioner and the learned counsel for the respondent and perused the documents filed in support of this Original Petition, I see no impediment in appointment of **Hon'ble Mr.Justice K.Kannan, Former Judge, Punjab & Haryana High Court**, as the sole Arbitrator to resolve the dispute between the parties.

5.The parties are at liberty to workout the venue for Arbitration at Chennai.

6. The Court is inclined to pass the following order:-

(i) **Hon'ble Mr.Justice K.Kannan, Former Judge, Punjab & Haryana High Court, (Mobile No.:9780008145)** residing at **New No.3/11, Lakshmi Colony, North Crescent Road, T.Nagar, Chennai – 600 017**, is appointed as an Arbitrator to enter upon reference and adjudicate / resolve the *inter se* dispute between the parties.



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(ii) The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, endeavour to complete the arbitral proceedings and pass an award strictly in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as expeditiously as possible, preferably within a period of twelve months after the date of completion of pleadings under Sub-Section 4 to Section 23 as is contemplated in Section 29-A of the Arbitration and Conciliation Act, 1996, without getting influenced by any of the observations made by this Court in this order.

(iii) The learned Arbitrator appointed herein shall be paid fees and other incidental charges as may be fixed with the consent of parties or in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the same shall be borne by the parties equally. In case, the respondent remain *ex parte*, the petitioner shall pay the entire fee and other incidental charges to the Arbitrator and later recover the same from the respondent.

7. The Original Petition is allowed with the above observations, leaving the parties to bear their own costs.



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21.12.2023

Index : Yes/No
Internet : Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation : Yes/No
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C.SARAVANAN, J.

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