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Arb.O.P(Com.Div.)No.470 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.11.2023

CORAM :

THE HONOURABLE MR.JUSTICE C.SARAVANAN

Arb.O.P.(Com.Div.)No.470 of 2023

M/s.Hitachi Lift India Private Limited,
Having its Registered Office at Tower-B,
World Mark-1, Aerocity, New Delhi - 110 037
and Branch Office at No.20,
Zion Complex,
Door Z4, 3rd Floor,
Pammal Main Road, Pammal,
Chennai, Tamil Nadu - 600 075.

... Petitioner

Vs.

M/s.Goms Electricals Private Limited,
No.43, 1st Main Road,
R.K.Nagar, Mandaveli, Chennai,
Tamil Nadu - 600 028.

... 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 upon the difference and disputes between the Petitioner and the Respondent under the work order (Ref.No.GEPL/CEC/WO/001/17-18) dated 13.12.2017.



Arb.O.P(Com.Div.)No.470 of 2023

WEB COPY

For Petitioner : Mr.D.Dinesh

For Respondent : No Appearance

ORDER

There is no representation on behalf of the respondent, Despite service of notice on the respondent and the name being printed in the cause list today, ther

2. The petitioner has filed this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointing an arbitrator to adjudicate the disputes between the parties.

3. The dispute between the petitioner and the respondent is governed by an arbitration clause in the Work Order dated 13.12.2017. It reads as under:-

"8. Settlement of Disputes/Arbitration:

All disputes and differences whatsoever, which shall at any time hereafter arise between the Parties hereto, touching or concerning this Agreement or its interpretation or effect or as to the rights, duties, obligations and liabilities of the Parties hereto or either of them under off by virtue of this Agreement or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall be referred to the Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The jurisdiction and arbitration venue shall be at Chennai, Tamil Nadu."



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4. The petitioner has also sent several notices including the notice under Section 21 of the Arbitration and Conciliation Act, 1996 on 17.03.2023 wherein, the petitioner has called upon to respond/to consent for appointing an Advocate by this Court as a sole arbitrator. However, the respondent has responded to the same on 12.05.2023 objecting appointment of the Advocate of this Court as an Arbitrator. A further notice has also been sent by the petitioner to the learned counsel for the respondent on 29.05.2023. However, the respondent has not responded thereafter.

5. Thus, the respondent has forfeited the rights to appoint an Arbitrator in accordance with the terms and conditions of the aforesaid Work Order dated 13.12.2017.

6. Therefore, this Court is inclined to pass the following order:-

(i) **Mr.Arvinth Pandian.P.H., Senior Advocate, having Office at New No.115, I Floor, Luz Church Road, Mylapore, Chennai - 600 004, (Mobile No.98400 90290),** is appointed as an arbitrator to enter upon reference and adjudicate/resolve the *inter se* dispute between the parties.



WEB COPY

(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 remains *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. This Original Petition is allowed accordingly, leaving the parties to bear their own costs.



WEB COPY



Arb.O.P(Com.Div.)No.470 of 2023

8. Since this Court has appointed the Arbitrator, it is open to the petitioner as well as the respondent to seek other reliefs under Section 17 of the Arbitration and Conciliation Act, 1996, before the learned Arbitrator.

07.11.2023

Index : Yes/No

Internet : Yes/No

Speaking Order/Non-Speaking Order

Neutral Citation : Yes/No

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WEB COPY



Arb.O.P(Com.Div.)No.470 of 2023

C.SARAVANAN, J.

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Arb.O.P.(Com.Div.).No.470 of 2023

07.11.2023