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Arb.O.P.(Com. Div.) No.53 of 2023



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **06.07.2023**

CORAM

**THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE**

**Arb.O.P.(Com. Div.) No.53 of 2023**

M/s.Geecy Apave Pvt. Ltd.,  
Formerly Known as:  
M/s.Geecy Industrial Services Pvt. Ltd.,  
Represented by its Authorised Signatory,  
Mr.Prakash Chanderlal Bajaj. ... Petitioner

Vs.

M/s.Tech-Sharp Engineers Pvt. Ltd.,  
Having its registered Office at  
C-39, Second Avenue Anna Nagar,  
Chennai - 600 040. ... Respondent

**PRAYER:** Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 to appoint an arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the clause of the agreement dated 01.08.2015 and to direct the respondent to pay costs.

For Petitioner : Mr.A.R.Vishwaram

For Respondent : Mr.T.Karthi  
M/s.Aiyar and Dolia



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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. There seems to be a dispute between the petitioner and the respondent, which has arisen out of a work order dated 01.08.2015 issued by the respondent in favour of the petitioner. The terms and conditions of the said work order which has been agreed upon by the petitioner contains an arbitration clause which is extracted hereunder:

- *M/s.Tech-Sharp Engineers (P) Ltd., and M/s.Geecy Industrial Services Pvt. Ltd., shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this contract.*
- *If after 30 days from the commencement of such informal negotiations, M/s.Tech-Sharp Engineers (P) Ltd., and M/s.Geecy Industrial Services Pvt. Ltd. have been unable to resolve*



*amicably a contract dispute, the same shall be referred for resolution to a single arbitrator in case the parties can agree upon one, other wise to two arbitrators one to be appointed by each party and an umpire to be appointed by the two arbitrators.*

- *The arbitration shall be carried out in accordance with and subject to the provisions of the Indian Arbitration and Reconciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The decision of the arbitrator / umpire shall be final and binding upon both parties.*
- *The venue for Arbitration shall be Chennai, Tamil Nadu.*
- *Execution of the contract shall be continued by the Sub-contractor during the arbitration proceedings unless otherwise directed in writing by M/s.Tech-Sharp Engineers (P) Ltd."*



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3. Since there was no consensus between the parties with regard to the name of the arbitrator, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, 1996. Prior to the filing of this petition, the petitioner had also sent a notice to the respondent on 10.03.2022, requesting the respondent to agree for the arbitrator named in the said notice by the petitioner. A reply was also sent by the respondent to the petitioner on 18.04.2022 to the notice dated 10.03.2022. Since, there was no consensus amongst the parties, with regard to the name of the arbitrator, the present petition has been filed.

4. Admittedly, there is an arbitration clause in the work order dated 01.08.2015, which is the subject matter of dispute between the parties. In view of the arbitration clause and in view of the fact that there was no consensus amongst the parties with regard to the name of the arbitrator, necessarily this petition will have to be allowed and an arbitrator will have to be appointed by this Court.

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



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(a) This Court appoints Mr.Niranjan Rajagopalan, Advocate , who is having office at No.III -A, High Court Chambers, Madras High Court, Chennai - 600 104 (Mob. No.93818 03616), as a sole Arbitrator to decide the dispute between the petitioner and the respondent arising out of the work order dated 01.08.2015;

(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  
Speaking Order : Yes / No  
Neutral Citation Case: Yes / No  
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