



ARB.O.P.NO.103 OF 2023

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.12.2023

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

ARB.O.P.NO.103 OF 2023

K.Vinayagamoorthy

.. Petitioner

VS.

1.M/s.Transkeen Logistics
Represented by its Partner Mrs.M.Mala
W/o. Late S.Murugan
No.118/273, I Floor, Thambu Chetty Street,
Chennai – 600 001.

2.Mrs.M.Mala
W/o.Late S.Murugan
No.118/273, I Floor, Thambu Chetty Street,
Chennai – 600 001.

.. Respondents

PRAYER : Petition filed under Section 11(4)(a) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondents in terms of the Arbitration Clause found in para 15 of the Partnership Deed dated 05.09.2014 and the Deed of Death cum Retirement from the Partnership dated 07.02.2019 and direct the respondents to pay costs.



WEB COPY



ARB.O.P.NO.103 OF 2023

For Petitioner : Mr.A.Thirumaran
For Respondents : No appearance

ORDER

This Arbitration Original Petition has been filed by the petitioner to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondents in terms of the Arbitration Clause found in para 15 of the Partnership Deed dated 05.09.2014 and the Deed of Retirement from the Partnership dated 07.02.2019 and direct the respondents to pay costs.

2.Private notice sent to the respondents have been returned with an endorsement 'No such person' and 'Refused'.

3.The first respondent is a Partnership Firm. Pursuant to the Partnership Deed dated 05.09.2014 and the Deed of Retirement from the Partnership dated 07.02.2019 entered between the parties, it is the contention of the petitioner that as dispute arose between the parties, they are invoking arbitration.



ARB.O.P.NO.103 OF 2023

4.The second respondent appears to be the wife of the first respondent and Partner of the first respondent Firm.

5.The Partnership Deed dated 05.09.2014 and Deed of Retirement from the Partnership dated 07.02.2019 referred above makes it clear that in the event of any dispute between the parties, the same shall be referred to arbitration as per Clause 15 of the Partnership Deed and Clause 15 of the Partnership Deed reads as follows :

“ARBITRATION

15.That any disputes arising with this partnership shall be referred to an arbitrator chosen unanimously by all the parties and the provisions of the Indian Arbitration Act, 1940 and amendments there of shall apply.”

6.Since the Partnership Deed and Deed of Retirement from the Partnership agreement is in existence between the petitioner and the first respondent, this Court is of the view that the matter may be referred for arbitration.



ARB.O.P.NO.103 OF 2023

7. Accordingly, it is ordered as follows:

i] that **Mr. Sharath Chandran, Advocate, having office at “Gokulam”, No.3, Gopal Menon Street, Vepery, Chennai – 600 007, Mobile No.98844 45442** is appointed as a Sole Arbitrator to enter upon reference and adjudicate the matter.

ii] That the learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the Order.

iii] That the learned Sole Arbitrator appointed herein shall be paid fees as per the schedule and the same shall be borne by the parties equally.



ARB.O.P.NO.103 OF 2023

8.This Original Petition is ordered accordingly, leaving the parties to bear their own costs.

01.12.2023

Index : Yes / No
Neutral Citation : Yes / No
Speaking / Non-speaking order
TK

To

Mr.Sharath Chandran
Advocate
“Gokulam”, No.3, Gopal Menon Street,
Vepery, Chennai – 600 007.
Mobile No.98844 45442



WEB COPY



ARB.O.P.NO.103 OF 2023

N. SATHISH KUMAR, J.

TK

ARB.O.P.NO.103 OF 2023

01.12.2023