



WEB COPY



Arb.O.P (Com.Div.) No.89 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.04.2024

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.89 of 2024

Mr.P.Kumarvel
Ex Manager Marketing and Technical Services
of Arjun Chemicals Private Limited,
Door No.3/191 Vinayaka Mills Quarters
Sukkamanaickenpatti
Cinnakalayamputhur (PO) – 624 615,
Palani (TK) Dindigul District.

Vs.

... Petitioner

Arjun Chemicals Pvt. Limited
Represented by its Director
Mr.P.Chandrasekar Mr.P.Vasanthkumar
RVI Tower, 2nd Floor,
149 Velachery Tambaram High Road
Pallikaranai Chennai-600 100.

... Respondent

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a sole arbitrator as per clause 9.5 of the agreement to resolve the dispute arising out of the agreement dated 15.12.2015 several communications by respondent and pass such other orders as it may deem fit and thus render justice.



WEB COPY



Arb.O.P (Com.Div.) No.89 of 2024

For Petitioner : M/s.Jayathi K.Shah

For Respondent : Mr.Ashlin Christo P.R.

ORDER

This Arbitration Original Petition has been filed seeking to appoint an Arbitrator to adjudicate the dispute that had arisen between the petitioner and the respondent.

2. At the outset, the learned counsel appearing for the petitioner submits that, in respect of a similar issue, the petitioners, who were similarly situated with that of the petitioner herein approached this Court by way of filing Arb.O.P.(Com.Div.) No.52 of 2022, Arb.O.P.(Com.Div.) No.44 of 2022, Arb.O.P.(Com.Div.) No.60 of 2023, and those Original Petitions were disposed of by this Court, vide orders, dated 10.02.2022 and 09.10.2023, whereby, the disputes were referred before the Arbitrators. The learned counsel also produced the photostat copy of those orders for reference of this Court and prays that in view of the earlier orders passed by this Court (referred to above), present Arbitration Original Petition may be allowed by appointing an Arbitrator to resolve the dispute.



3. The learned counsel for the respondent submitted that in terms of clause 10.5 of the Employees Agreement, the dispute between the parties herein may be referred before the Arbitrator.

4. A perusal of the orders relied upon by the learned counsel for petitioner would show that the learned Single Judges, after ascertaining the fact that the contract between the parties provides a clause for resolution of the dispute through Arbitration, disposed of the said Original Petitions by appointing Arbitrators. In the present case on hand, as per clause 10.5 of the Employment Agreement entered into between the petitioner and the respondent dated 15.12.2015, the dispute could be resolved by invoking arbitration proceedings and for better appreciation, the said relevant clause is extracted hereunder:-

" If any dispute arises between the parties here to during the subsistence of the Agreement or thereafter, in connection with the validity, interpretation implementation or alleged breach of any provision of this agreement, the dispute shall be referred to a



WEB COPY



Arb.O.P (Com.Div.) No.89 of 2024

sole Arbitrator who is a neutral and suitably qualified third party appointed by auditors of Company.

The place of arbitration shall be Chennai.

The arbitration proceeding shall governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in the English language.”

5. Thus, in view of the earlier orders passed by this Court, in Arb.O.P.(Com.Div.) No.52 of 2022, Arb.O.P.(Com.Div.) No.44 of 2022, Arb.O.P.(Com.Div.) No.60 of 2023, where, the petitioners, who were placed similarly like that of the petitioner herein, sought for reference of the dispute before Arbitrators and those Petitions were allowed by this Court by appointing Arbitrators and considering the fact that in terms of Clause 10.5 of the Employment Agreement entered into between the petitioner and the respondent herein, the dispute between the parties could be resolved through Arbitration, this Court is inclined to appoint Arbitrator.



WEB COPY

6. Accordingly, this Court passes the following directions:-

i) Ms.Chitra Narayan, Advocate, possessing Mobile No.90940 31934, at 3E, KGEYES Eternity, Parvathy Street, Kalakshetra Colony, Besant Nagar, Chennai- 600 090, is appointed as sole Arbitrator to enter upon reference and to adjudicate the *inter se* dispute between the parties;

ii) 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. The learned Arbitrator is also directed to decide the matter without influenced by the observations made by this Court in the present order.

iii) The learned Arbitrator is requested to conduct arbitration proceedings in accordance with the Madras High Court Arbitration Proceedings Rules, 2017.

iv) The learned Sole Arbitrator appointed herein shall be paid fees and other incidental charges, as per Schedule IV of the Act and the same shall be borne by the parties equally. In the event of non-appearance of the respondent, the petitioner shall bear the entire remuneration and other



WEB COPY



Arb.O.P (Com.Div.) No.89 of 2024

expenses and thereafter, the petitioner can recover the same directly from the respondent and vice versa.

v) Since this Court has appointed an Arbitrator, it is open to the petitioner as well as the respondent herein to seek other reliefs under the provisions of Arbitration and Conciliation Act 1996 before the learned Arbitrator.

7. In the result, the Arbitration Original Petition is allowed on the aforesaid terms.

25.04.2024

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



WEB COPY



Arb.O.P (Com.Div.) No.89 of 2024

KRISHNAN RAMASAMY.J.,
sd

Arb.O.P (Com.Div.) No.89 of 2024

25.04.2024