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Arb.OP(Com.Div)No.99 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.04.2024

CORAM:

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

Arb.OP(Com.Div)No.99 of 2024

M/s.Johnson Lifts Private Limited,
Rep. By its Authorised Signatory
Mr.Rose Blessed King
No.1, East Main Road,
Anna Nagar West Extension
Chennai 600 101.

...Petitioner

Vs

M/s.GSBA Builders Private Limited
Rep., by its Director
Mr.Gurdip Singh Mahal,
B-8, Kailash Colony,
New Delhi 110 048.

....Respondent

Prayer:- This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate the disputes that have arisen between the petitioner and the respondent under the Contract/Work Order bearing Order No.JE/57/CH01/00021/E/C03 dated 18/01/2020.

For Petitioner : Mr.Benjamin E. Moses

For Respondent : Notice served, No appearance



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ORDER

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This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate the disputes that have arisen between the petitioner and the respondent under the Contract/Work Order bearing Order No.JE/57/CH01/00021/E/C03 dated 18.01.2020.

2. The case of the petitioner is that, the petitioner is engaged in the business of manufacturing, supplying and maintenance of elevators, lifts, escalators, hospital lifts, manual doors and automatic doors and all its allied products and services. The respondent awarded the contract for supply and erection of Lifts bearing Nos.L-02733 and L-02734 of the petitioner company's lifts, at their site at CHB Office Complex, Sector 9, Chandigarh. Therefore, the petitioner entered into an agreement with the respondent viz., Contract/Work Order bearing Order No.JE/57/CH01/00021/E/C03 dated 18/01/2020. Pursuant to which, the petitioner had commenced the work and the said lifts were also handed over at the site on 27.07.2022. However, the respondent has not settled the



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invoice to the petitioner as per the Contract/Work Order dated 18.01.2020.

Therefore, the petitioner issued a legal notice dated 12.10.2023 to the respondent regarding the non-payment of a sum of Rs.5,95,000/- excluding interest and also suggested one Mr.Vikram Ramakrishnan, Advocate, as the sole Arbitrator to adjudicate the said disputes. In reply, the respondent issued a letter dated 18.10.2023, stating that the balance outstanding would be paid soon, however, the respondent has not paid the said amount. Therefore, finding no other option, the petitioner has filed the present O.P., for appointment of an arbitrator to adjudicate the dispute arising out of the Contract/Work order dated 18.01.2020. Relevant arbitration Clause, reads as follows:

“If any dispute, controversy or claim between the parties arises out of or in connection with this contract, including its existence, breach, termination or validity thereof, the parties shall use all reasonable endeavours to negotiate with a view to resolve the dispute amicably. If the dispute has not been settled pursuant to the said negotiations and the parties are unable to resolve the dispute amicably, then the dispute shall be finally resolved by Arbitration as per the provisions of Arbitration and Conciliation, 1996 and the Rules framed therewith by a sole Arbitrator appointed by Johnson Lifts from the panel of Arbitrators maintained by Johnson Lifts. Any such Arbitration award passed by the said



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Arbitrator shall be final and binding on both parties. The seat of the arbitration shall be at Chennai and the language of the Arbitration proceedings shall be English”.

3. Despite service of notice on the respondent and name being printed in the cause list, there is no representation on behalf of the respondent.

4. In view of the above submissions made by the learned counsel for the petitioner and on perusal of the documents, it appears that the present dispute is arising out of Contract/Work order dated 18.01.2020 and in terms of provisions of above said Work Order, the present dispute can be arbitrable. Therefore, this Court is inclined to appoint an Arbitrator to resolve the dispute between the petitioner and the respondent in terms of Work Order dated 18.01.2020.

5. Accordingly, this Arbitration Original Petition is disposed of, with the following directions:-

**(a) Mr.K.Pradeep, Advocate, Cell No.9840969412, D-23,
'Sahithyam', Church Road, Mogappair East, Chennai**



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600 037, is appointed as an Arbitrator to enter upon reference and adjudicate the disputes between the parties, arising out of the above said work order.

- (b) The Arbitrator shall initiate arbitration proceedings and after issuing notice to the parties concerned and upon hearing them, pass an award, on merits and in accordance with law and uninfluenced by any of the observations made in this order, within a period of six months from the date of receipt of a copy of this order.
- (c) The Arbitrator shall be paid fees and other incidental charges, as per the Schedule IV of the Act and the same shall be borne by both the parties equally. In the event of non-appearance of the Respondent, the Petitioner shall bear the entire remuneration and other expenses and thereafter, the Petitioner is at liberty to recover the same directly from the Respondent.

18.04.2024

Index: Yes/No

Web: Yes/No

Speaking/Non Speaking

Neutral Citation: Yes/No

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Note: Issue order copy on 03.05.2024



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