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Arb.O.P.No.15 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date 26.03.2024

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

Arb.O.P.No.15 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

Versus

M/s.Anta Builders and Developers Private Limited
Rep by its Managing Director
Mr.Midhun Kuruvilla Kurien
1st Floor, Jubilee Memorial Building
NH 47 Bypass, Thykoodam
Cochin
Ernakulam – 682 019

... Respondent

PRAYER : Petition filed under Section 11(6) of Arbitration and Conciliation Act, 1996 to appoint an arbitrator to adjudicate the dispute between the petitioner and the respondent.

For petitioner : Mr.A.R.Karunakaran



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ORDER

The petitioner prays for the constitution of an arbitral tribunal to resolve the dispute between the petitioner and the respondent.

2. Pursuant to the Contract/Work Order bearing Order No.JL/54/KL02/00085/E/A03 dated 27.10.2017 entered between the parties, it is the contention of the petitioner that as the dispute arose between the parties with regard to the non-payment of the outstanding contractual amount arising out the Contract/Work Order dated 27.10.2017, they are invoking arbitration.

3. The Contract/Work Order referred above makes it clear that in the event of any dispute between the parties, the same shall be referred to the arbitration as per Arbitration Clause of the Contract/Word Order reads as follows:

“Arbitration Clause

If any dispute, controversy or claim between the parties arising out of or in connection with this contract, including its existence, breach, termination or validity thereof, the parties shall use all reasonable endeavors to negotiate with a view to resolve the



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disputes amicably. If the dispute has not been settled pursuant to the said negotiations and the parties are unable to resolve the disputes amicably, then the dispute shall be finally resolved by Arbitration as per the provisions of Arbitration and Conciliation Act, 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 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.”

4. Despite notice served on the respondent and the name being printed in the cause list, none appeared for the respondent. Hence, the respondent has been set *exparte*.

5. Considering the nature of dispute with regard to non payment of outstanding contractual amount and the Contract/Work Order provides for reference to Arbitrator, this Court is inclined to appoint Mr.Anish Gopi, Advocate,



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Flat Nos.1 & 2, Darshan Apartment, Door No.9, Ground Floor, Dr.Thirumurthy

Nagar, 2nd Street, Nungambakkam, Chennai – 600 034, *Mobile No.90030 79459*,

as the sole arbitrator. The sole arbitrator is called upon to enter upon reference and adjudicate the dispute. The fees and expenses in respect of the arbitral proceedings shall be fixed by the arbitral tribunal as per the fourth schedule of the Arbitration and Conciliation Act, 1996.

26.03.2024

Index : Yes / No

Internet: Yes

Speaking/non speaking order

dhk

To

Mr.Anish Gopi,
Advocate,
Flat Nos.1 & 2, Darshan Apartment,
Door No.9, Ground Floor,
Dr.Thirumurthy Nagar,
2nd Street, Nungambakkam,
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N. SATHISH KUMAR, J.

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