



Arb.O.P.(Com.Div.) No.157 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 26.06.2024

Coram

The Hon'ble Mr.Justice Krishnan Ramasamy

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M//s. PVR INOX Ltd.,
Represented by its authorized signatory
Mr.Alok Kumar, 7th Floor,
Lotus Grandeur Building,
Veera Desai Road,
Opposite to Gundecha Symphony
Andheri (W) Mumbai 400 053,
And Regional Office at 25,
Mamatha Complex, 5th Floor, Whites Road,
Royapettah, Chennai, TN. - 600 014.

...Petitioner

Vs.

M/S.Riverside Infrastructure
(India) Private Limited,
57/2B, Sri Sai Subhodaya Apartments,
East Coast Road, Tiruvanmiyur,
Chennai-600 041.

...Respondent



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Arbitration Original Petition filed under Section 11 (6) of the Arbitration and Conciliation Act seeking appoint of Mr.Hari Radhakrishnan Advocate or any other person as this Court may deem fit proper and appropriate to act as the Sole Arbitrator to enter into the reference and arbitrate the disputes and differences that have arisen between the petitioner and the respondent and for Costs of the present petition be awarded to the petitioner.

For Petitioner : M/s.Sneha Parthasarathy

For Respondent : No appearance

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the disputes arisen between the petitioner and the respondent, in terms of the Term Sheet entered into between them dated 21.06.2018



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2. M/s.Sneha Parthasarathy, learned counsel appearing for the petitioner would submit that the petitioner entered into a Term Sheet dated 21.06.2018 with the respondent for developing a Multiplex with 12 screen multiplexes at Marg Junction Mall at a monthly rent of Rs.110/- per sq.ft; that as per the Terms sheet, the petitioner also paid a sum of Rs.92,14,563/- on 13.07.2019 towards security deposit; that however, the respondent has not complied with their obligation of constructing the Mall as per the terms stated in the Term Sheet so far; that the respondent, despite a specific request made by the petitioner for refund of the security deposit paid by the petitioner along with interest and damages, they have not come forward to settle the same, which necessitated the petitioner to file the present Arbitration Original Petition.

3. Heard the learned counsel appearing for the petitioner. Though the respondent has been served both through Court as well as privately, and their name is printed in the cause list, they have not appeared either in person nor represented through any other counsel.



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4. Upon hearing the learned counsel for the petitioner and perusing the materials available on record, it could be deduced that the present dispute is arising out of a Term Sheet dated 21.06.2018 entered into between the petitioner and the respondent and the same is arbitrable as per the conditions stated thereunder. For better appreciation, the relevant clause is extracted hereinbelow:-

"Arbitration

In case of any dispute between the parties, the same shall be settled by arbitration conducted in English at Chennai, by a sole Arbitrator to be appointed by the parties mutually, under the Arbitration and Conciliation Act, 1996 and/or any amendments thereof.

5. Hence, this Court is inclined to appoint a sole Arbitrator to adjudicate the disputes between the parties.

6. Accordingly, this Court feels it appropriate to issue the following direction:

i) **Mr.V.Nallasenapathy, Official Liquidator (Retd),**



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residing at No.61, TTK Road, Chennai 600 018, Phone No: 9841527190, is appointed as sole 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 expenses and thereafter, the petitioner can recover the same directly from the respondent and vice versa.



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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. No costs.

26.06.2024

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Index : Yes/No

Krishnan Ramasamy,J.,

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