



Arb.O.P (Com.Div.) No.233 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.07.2024

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.233 of 2024
and O.A.No.481 of 2024

M/s.Quick Sort Traders,
Represented by its Proprietor D.Venkatesh Kumar,
SP 94, SIDCO Industrial Estate, Ambattur,
Chennai 600 058.

... Petitioner

Vs.

KAY JAY FORGINGS PVT LTD,
Authorised Signatory Mr.Gobind Singh Kapoor,
Registered Office
A-8, Mayapauri Industrial Area, Phase 1,
New Delhi 110 064,
Corporate Office,
E2, Phase V, Focal Point,
Ludhiana, Punjab 14101

... Respondent

Prayer:

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondent in term of



Arb.O.P (Com.Div.) No.233 of 2024

Clause 22 of the Memorandum of Understanding (MOU) dated 26.03.2023
and to direct the respondent to pay the costs.

For Petitioner : Mr.V.Raghupathi

For Respondents : Mr.L.G.Sahadevan,
for Mr.G.J.Baskar Narayan

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, (hereinafter called as “the Act”) to appoint an Arbitrator to adjudicate the dispute between the petitioner and the respondent.

2. The learned counsel appearing for the petitioner would submit that the parties had entered into a Memorandum of Understanding dated 26.07.2023 (MOU) and as per the said MOU, the petitioner is liable to pay a sum of Rs.22,25,00,000/-, out of which, the petitioner paid a sum of Rs.7,55,00,000/- till date. Under these circumstances, there was a dispute arose between the parties with regard to their interest relating to the movable properties.

2/7



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3. Both the learned counsel would submit that the present dispute is arising out of the MOU dated 26.07.2023 and the same is arbitrable under Clause 22 of the said MOU. Hence, they requested this Court to appoint an Arbitrator to adjudicate the dispute between the parties.

4. Further, they would submit that in Arb.O.P.(Com.Div.)No.48 of 2024, which has been filed for very same subject matter, this Court appointed “The Hon'ble Mr.Justice T.Ravindran, Former Judge, Madras High Court” as Arbitrator to adjudicate the dispute with regard to the immovable properties. Hence, they request this Court to appoint the same Arbitrator in the present petition also to adjudicate the dispute with regard to the movable properties.

5. Heard the learned counsel for the petitioner and the respondent and also perused the materials available on record.



6. In the present case, it appears that the dispute between the parties is arising out of the MOU dated 26.07.2023. Upon perusal of the said MOU, it is clear that the dispute among the parties shall be resolved by virtue of Arbitration as per the Clause 22 of the said MOU, which reads as follows:

“22. All disputes are subject to Chennai jurisdiction only, Disputes arising out of the transactions under consideration shall be referred to Arbitration under Arbitration and Conciliation Act, 1996, as amended upto date. The place of conducting Arbitration proceedings shall be at Chennai only. The Sole Arbitrator for the adjudication shall be mutually appointed by the parties.”

7. Considering the submissions made by the learned counsel for the petitioner and the respondent also in view of the fact that the dispute between the petitioner and the respondent can be resolved by virtue of Arbitration in terms of Clause 22 of the MOU dated 26.07.2023, this Court is inclined to appoint “The Hon'ble Mr.Justice T.Ravindran, Former Judge, Madras High Court” as sole Arbitrator as requested by the parties.



8. Accordingly, this Court feels it appropriate to pass the following order:

i) **The Hon'ble Mr.Justice T.Ravindran, Former Judge, Madras High Court, residing at New No.27, Old No.12, 3 rd Avenue, Indira Nagar, Adyar, Chennai – 600 020, possessing Mobile Nos.99413 50926 and 9444399700** is appointed as sole arbitrator to enter upon reference and adjudicate the disputes *inter se* 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 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 respondents, the petitioner shall bear the entire remuneration and other expenses and thereafter, the petitioner can recover the same directly from the respondents and vice versa.



Arb.O.P (Com.Div.) No.233 of 2024

9. This Arbitration Original Petition is ordered accordingly, leaving the parties to bear their own costs. Since this Court has appointed an Arbitrator, it is open to the petitioner as well as the respondents to seek other reliefs under the provisions of Arbitration and Conciliation Act 1996 before the Arbitrator.

10. In the result, this Arbitration Original Petition is allowed. Consequently, the connected application is also closed. No cost.

29.07.2024

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

Note: Issue order copy on 05.08.2024



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Arb.O.P (Com.Div.) No.233 of 2024

KRISHNAN RAMASAMY.J.,

nsa

Arb.O.P (Com.Div.)No.233 of 2024
& O.A.No.481 of 2024

29.07.2024