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Arb.O.P (Com.Div.) No.234 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.07.2024

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.234 of 2024

Huawei Telecommunications (India) Co.Pvt.Ltd.,
Rep by its Authorised Representative,
Mr.Sachin D.Tayshete,
Having its registered office at,
9th Floor, Capital Cyberscape,
Gurugram Maneswar Urban Complex,
Sector-59, Ullahwas,
Gurugram 122 011, Haryana, India

Also having its Corporate Office at:
10th Floor, Wing A, Tower 1, Seawoods Grand Central,
Railway Station, 10th Floor, Sector 40,
Plot R-1, Seawoods, Nerul Node,
Navi Mumbai, Maharashtra 400 706.

... Petitioner

Vs.

Ananthalingam Rajamutu

... Respondent



Arb.O.P (Com.Div.) No.234 of 2024

Prayer:

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to resolve the disputes between the petitioner and the respondent in terms of Clause 15 of the Agreement.

For Petitioner : Ms.Ranjana Jain

For Respondent : No appearance

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 for the petitioner would submit that the parties had entered into a Lease Deed dated 23.11.2016 and after due notice, the said Lease Deed was terminated by the Lessee/petitioner on 24.09.2021. However, the security deposit of a sum of Rs.28,33,830/- was not refunded



by the respondent. Hence, the petitioner had sent a notice under Section 21 of the Act on 29.07.2022, for which the respondent sent replies dated 12.02.2024 and 04.03.2024. Since no consensus was arrived at between the parties, this petition has been filed for appointment of Arbitrator.

3. Further, he would submit that the present dispute, which is arising out of the Lease Deed dated 23.11.2016, is arbitrable in terms of Article 15 of the said Deed and thus, this petition has been filed for appointment of Arbitrator.

4. After filing of this petition, the notice sent to the respondent was returned with an endorsement “unclaimed”, in which case, it has to be considered as served. However, today, there is no representation on behalf of the respondent, which shows that he is not interested in contesting this matter.

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



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6. In the present case, it appears that the dispute between the parties is arising out of the Lease Deed dated 23.11.2016. Upon perusal of the said Deed, it is clear that the dispute among the parties arising out of the Lease Deed and the same shall be resolved by virtue of Arbitration as per the Article 15 of the said Deed, which reads as follows:

“ARTICLE 15

ARBITRATION

15.1 All disputes, differences or disagreements arising out of, in connection with or in relation to this Lease Deed including its interpretation, performance or termination, in the first instance shall be settled through mutual discussions between the officials of the Lessor and the Lessee.

15.2 If no settlement can be reached through mutual discussion and negotiations between the officials of the Lessor and Lessee mentioned above within 30 days, then all such disputes, differences or disagreements shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996

15.3 The venue of arbitration shall be Chennai and sole arbitrator shall be appointed by Lessee. The language of arbitration shall be English.



15.4 The decision of the arbitrator will be final and binding on the Parties. During the pendency of any dispute under arbitration proceedings, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining obligations under the Lease Deed.”

7. Considering the submissions made by the learned counsel for the petitioner and also in view of the fact that the dispute between the petitioner and the respondent arose out of the Lease Deed and the same can be resolved by virtue of Article 15 of the Lease Deed dated 23.11.2016, this Court is inclined to appoint a sole Arbitrator.

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

i) **Mr.V.Nallasenapathy, Advocate, residing at No.61, TTK Road, Chennai 600 018, Phone No: 9841527190,** 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



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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 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.

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 respondent to seek other reliefs under the provisions of Arbitration and Conciliation Act 1996 before the Arbitrator.

25.07.2024

Speaking/Non-speaking order
Index : Yes / No
Neutral Citation: Yes / No
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Note: Issue order copy on 02.08.2024

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KRISHNAN RAMASAMY.J.,
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