



Arb.Appln.Nos.357 and 552 of 2023

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C.SARAVANAN, J.

Learned counsel for the fifth and sixth respondents appeared and submits that Court had passed an order as early as 11.10.2023. However, both the contesting parties i.e., the applicant and the first respondent who are the partners have not commenced the arbitral proceedings.

2. It is submitted that the parties may be directed to work out the remedy before the Arbitral Tribunal in terms of the mechanism prescribed for resolution of dispute under the Partnership Deed dated 01.04.1999.

3. The learned counsel for the first respondent in either of the applications, who is the other partner/brother of the applicant submits that all the documents have been retained by the applicant and therefore



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the first respondent is unable to proceed with the arbitration proceedings.

4. Having considered the arguments advanced by the learned counsel in the respective applications and the learned counsel for the first respondent in either of the applications and the learned counsel for the fifth and sixth respondents, Court is of the view that the disputing parties namely the applicant and the first respondent can be directed to work out their difference before an Arbitral Tribunal in terms of Clause 14 of Partnership Deed dated 01.04.1999. Clause 14 of Partnership Deed dated 01.04.1999 reads as under:-

“Clause 14.

If any dispute arises among the parties herein the same shall be settled in accordance with the provisions of the Indian Arbitration Act.”

5. Considering the above, this Court is inclined to appoint **Mr.Muthuchharan Sundresh, Advocate, Enrollment No.2892/2018,** residing at **No.244, Ragendra Garden, Bismillah Nagar,**



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Vetuvankanni, Chennai – 600 044, (Mobile No.7397261623), as a sole arbitrator to adjudicate and resolve the dispute between the applicant and the 1st respondent.

6. Hence, **Mr.Muthuchharan Sundresh, Advocate, Enrollment No.2892/2018,** residing at **No.244, Ragendra Garden, Bismillah Nagar, Vetuvankanni, Chennai – 600 044, (Mobile No.7397261623),** is requested to enter upon reference and resolve the *inter se* dispute between the parties after issuing notice to the parties and upon hearing them, endeavor to complete the arbitral proceedings and pass an award strictly in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as expeditiously as possible, preferably within a period of twelve months after the date of completion of pleadings under Sub-Section 4 to Section 23 as is contemplated in Section 29A of the Arbitration and Conciliation Act, 1996, without getting influenced by any of the observations made by this Court in this order.



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7. The learned Arbitrator appointed herein shall be paid fees and other incidental charges as may be fixed with the consent of parties or in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the same shall be borne by the parties equally. In case, the respondents remain *ex parte*, the applicant shall pay the entire fee and other incidental charges to the learned Arbitrator and later recover the same from the respondents.

8. Since this Court has appointed the Arbitrator, it is open for the applicant as well as the respondents to seek other reliefs under Section 16 and Section 17 of the Arbitration and Conciliation Act, 1996, before the learned Arbitrator.



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9. These Arbitration Applications are disposed of accordingly,

leaving the parties to bear their own costs.

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