



Arb.O.P.No.46 of 2024

Orders Reserved on 30.08.2024	Orders Pronounced on 06.09.2024
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RMT. TEEKAA RAMAN., J.

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996.

2. The petitioner is a surviving partner of M/s.Aruna Enterprises, a Dealer under Bharat Petroleum Corporation Ltd., which has been operating the Petroleum Retail Outlet at Trichy-Chennai Main Road, Padalur, Perambalur District, Tamil Nadu – 621 109. He has been acting as an Interim Dealer since the demise of his Partner, Late Mr.S.Mathialagan on 09.10.2023.

3. The respondents are the legal heirs of late Mathialagan. They had entered into a partnership agreement vide the Registered Partnership Deed dated 18.04.2018, which contains an Arbitration clause under No.19 of the Deed as defined in Section 7 of the Arbitration and Conciliation Act, 1996 (hereinafter called “the Act”)

4. As per the clause 19 of the above Registered Partnership Deed dated 18.04.2018, any dispute arising between the Partners or their Legal



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Representatives shall be referred for decision of Territory Manager of BPCL, under whose jurisdiction the Retail Outlet is situated, for Arbitration either by him or by his Nominee(s) and the decision of the said Arbitrator shall be conclusive and binding on all the parties.

5. In view of the dispute, the Bharat Petroleum Corporation Ltd., has tried to solve the problem but, however, no resolution was made. The respondents have acknowledged the notice of arbitration and confirmed their readiness to accept the Arbitration of the Dispute as per Clause No.19 of the Partnership Deed dated 18.04.2018. Accordingly, the petitioner has sent a request letter dated 15.05.2024 through his counsel to the Territory Manager, BPCL, Trichy to commence the Arbitration proceedings. However, the Territory Manager has not yet communicated his consent to act as the Sole Arbitrator to decide the above dispute.

6. I have perused the Partnership Deed and also the copy of notice of arbitration and reply notice of the respondent dated 16.04.2021. I find that their existing difference and dispute between the party and the partnership deed had been entered by the plaintiff with the deceased Mathialagan. The above dispute through sole Arbitrator and as per Clause 19, the other side has not given his consent to act as a arbitrator in the dispute.



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7. Accordingly, ***Hon'ble Mr.Justice B.Gokuldas, Former Judge of Madras High Court*** is appointed as Arbitrator and His Lordship shall conduct the arbitration at Arbitration Centre, Madras High Court, Chennai. The remuneration of the Hon'ble Judge left to discretion of Arbitrator and is entitled for travelling allowance on par with the High Court status.

8. Accordingly, this Original Petition is allowed.

06.09.2024



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RMT.TEEKAA RAMAN,J.,

nvi

Pre-Delivery order in
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06.09.2024