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Arb.OP.(comdiv) No.338 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.10.2024

CORAM

THE HONOURABLE **MR.JUSTICE G.K.ILANTHIRAIYAN**

Arb.O.P.(Comm.Div.) No.338 of 2024

V.Ilamurugan

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Petitioner

-VS-

1.The Managing Director,
Corporate Office:
IndusInd Marketing and Financial Services Pvt. Ltd.,
G.N.Chetty Road,
Chennai – 6.

2.The General Manager,
IndusInd Marketing and Financial Services Pvt. Ltd.,
Sun Plaza, G.N.Chetty Road,
Chennai – 6.

3.The Chief Executive Officer,
IndusInd Marketing and Financial Services Pvt. Ltd.,
Sun Plaza, G.N.Chetty Road,
Chennai – 6.

4.The Branch Manager,
IndusInd Marketing and Financial Services Pvt. Ltd.,
100 feet road, Sundararaja Nagar,
Puducherry – 605 004.

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Respondents



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Petition under Section 11 of the Arbitration and Conciliation Act, 1996, has been filed seeking to appoint a sole arbitrator to adjudicate the dispute between the petitioner and the respondents under the arbitration agreements dated 01.07.2012, 01.07.2014, 01.07.2015 and 01.07.2016.

For Petitioner : Mr.G.K.Sekar

For Respondents : No Appearance

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an Arbitrator.

2. According to the petitioner, he has let out first floor of the building on lease to the fourth respondent bank through a lease and rental agreement dated 01.07.2012. The said lease and rental agreement was subsequently extended on 01.07.2014, 01.07.2015 and 01.07.2016.

3. There seems to be a dispute between the petitioner and the respondents arising out of the aforesaid lease and rental agreements. There is an arbitration clause available in those lease and rental agreements, which is extracted hereunder:-

*“19. If during the subsistence of the lease
or at any time hereafter any claims, differences,
disputes or questions arise between the parties*



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hereto or any of their representatives concerning this lease or the transaction hereunder or anything herein contained or the rights, liabilities of the LESSEE to vacate the said demised premises on the terms hereby granted, such dispute, difference or question shall be referred for the arbitration to the sole Arbitrator nominated by the LESSEE and the LESSOR shall not raise any objection to such appointment. The arbitration shall be governed by the law in force in India at the relevant time relating to Arbitration. The arbitration proceedings will be held and conducted at Chennai only and the decision of the Sole Arbitrator shall be final and binding upon the parties.”

4. The petitioner had invoked the arbitration in accordance with the arbitration clause found in the aforesaid lease and rental agreements by sending a notice to the respondents on 22.04.2024. Since there is a valid arbitral agreement between the parties and that there has been no consensus between the parties for appointment of an arbitrator, this Court will have to necessarily appoint an arbitrator. Accordingly, this petition is



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allowed with the following directions:-

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(a) This Court hereby appoints Mr.M.R.Elavarasan, Advocate (Enrolment No.2063/2011), mobile No.9843917686, residing at No.H3/52, Lake view apartment, Tirupathi Kudai Road, MGR Puram, Ambatur. Chennai-58, as the sole arbitrator to adjudicate the dispute between the petitioner and the respondents arising out of the aforesaid lease and rental agreements.

(b) The Sole Arbitrator appointed by this Court shall be paid remuneration as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

(c) The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996.

(d) The Arbitrator shall also pass the arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.

(e) Both the parties shall share equally the fees payable to the Arbitrator.

17.10.2024

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G.K.ILANTHIRAIYAN, J.

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