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Arb. O.P. (Com. Div) No.390 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.10.2024

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THE HON'BLE MR. JUSTICE G.K. ILANTHIRAIYAN

Arb. O.P. (Com. Div) No.390 of 2024

RJSP Logistics Private Limited,
Represented by its Authorized Signatory,
Plot No.90-B, Sec -18, Gurugram,
Haryana - 122 001.

... Petitioner

Vs.

Larsen and Toubro Limited,
Rep. by its Managing Director,
Heavy Civil Infrastructure, Mount Poonamallee Road,
Manapakkam, P.B.No.979, Chennai - 600 089.

... Respondent

PRAYER: Arbitration Original Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 to appoint an arbitrator to adjudicate the dispute between the petitioner and the respondent arising out of Work Order No.HIRE/2021/PHRS/190 & 201/1520 & 1521 dated 03.09.2021.

For Petitioner : Mr. V. Kamala Kumar

For Respondent : Mr. Jayesh B. Dolia
Senior Counsel
assisted by Mr. S. Srivijai
for M/s. Aiyar and Dolia



ORDER

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2. The petitioner, who is in the business of CE Rentals had entered into the Work Order No.HIRE/2021/PHRS/190 & 201/1520 & 1521 dated 03.09.2021 with the respondent for hiring 6 Nos. of SANY SR360 Piling Rig and 2 Nos. of SANY SR445 Piling Rig for its work at High Speed Rail C-4, Section - 1, Gujarat. As per the terms and conditions of the work order, in the event of de-hiring the rigs, the respondent is required to arrange for dismantling the piling rig and for loading the rig and rig accessories including with the help of the petitioner's operator / supervisor, at the cost of the respondent. However, according to the petitioner, the terms were violated by the respondent. Hence, the petitioner is before this Court.

3. All disputes and difference arising out of the work order shall be resolved as per clause 13 of the work order dated 03.09.2021 in accordance



with the Arbitration and Conciliation Act 1996, which reads as follows:

"13. Resolution of Disputes & Arbitration

Clause:

All disputes and difference arising out of or in connection with or touching upon this WO shall in the first instance be settled amicably by negotiation between the authorized representatives of both the parties failing which such dispute of difference shall be resolved through Arbitration before a sole Arbitrator to be appointed by Larsen & Toubro Limited.

The Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 and/or statutory modifications needed. The Arbitration award shall be final and binding on all parties. The venue of Arbitration Proceedings shall be in Chennai. The language of proceedings shall be in English."

4. Insofar as the jurisdiction is concerned, it is relevant to extract clause 14 of the agreement hereunder:



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" 14. Jurisdiction:

Any disputes, difference of opinion arising out of or in connection with this WO will be referred in Court of Law subject to Chennai, India jurisdiction"

5. Therefore, the petitioner casts notice to invoke clause 13 of the work order and also suggested two person's names to be appointed as arbitrator to resolve the dispute. However, on receipt of the same, the respondent failed to reflect and the petitioner was constrained to approach this Court under Section 11 of the Arbitration and Conciliation Act, 1996.

6. In this petition, this Court ordered notice and also permitted to take private notice. Today, Mr. Jayesh B. Dolia, learned Senior Counsel assisted by Mr. S. Srivijai representing M/s. Aiyar and Dolia appeared on behalf of the respondent and objected to appoint an arbitrator to adjudicate the dispute between the parties. However, this Court is inclined to appoint an arbitrator to resolve the disputes between the petitioner and the respondent herein.



7. Accordingly, this petition is allowed by appointing Justice Vineet Kothari, Former Acting Chief Justice, Gujarat High Court, having address at No.947, 11th Road, Sardarpura, Jodhpur, Rajasthan - 342 003, as sole arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law. It is open to the Sole Arbitrator to fix his fees and expenses in relation to the arbitral proceedings.

No Costs.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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