



Arb.O.P.(Com.Div.). No. 402 of 2024

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C.V.KARTHIKEYAN, J.

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1990 seeking appointment of an Arbitrator consequent to an agreement entered into between the petitioner and the respondent on 30.09.2022. The said agreement was for sale of lands by the respondent and corresponding purchase of the said lands by the petitioner herein.

2. It is contended that the terms of the agreement provided for disputes to resolve through Arbitration. The Clause relating to Arbitration is as follows:-

“17. All disputes, actions, claims or controversies (collectively referred to as “Disputes”) arising out of and resulting from this Agreement if not settled by the mutual agreement between the parties, be referred to a sole arbitrator upon the expiry of 30 (thirty) days from the date of initiating notice of amicable settlement, being appointed solely by the AGREEMENT HOLDER as



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per the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language and the venue of such proceedings shall be Chennai. The arbitrator award shall be final and binding between the parties.”

3. Notice under Section 21 of the Arbitration and Conciliation Act had been issued by the petitioner herein on 22.03.2024 in which after drawing reference to the agreement and its covenants, notice was also drawn to Clause 17 extracted supra. It had been very clearly stated that failure to comply with the demand raised in the notice, the petitioner herein would initiate Arbitration Proceedings.

4. A reply had been issued on behalf of the respondent on 12.04.2024 in which, they had also affirmed entering into the agreement of sale on 30.09.2022. Further reference had been made to other covenants wherein, the demand of the petitioner had been denied and it had been stated that the notice under Section 21 should be withdrawn and the petitioner should come forward to register the sale deed.



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5. It is thus seen that there are two rival contentions. On the side of the petitioner, there is a demand for refund of advance amount and on the side of the respondent, there is a demand to come forward to perform the execution of the sale. Naturally, there is a dispute between the parties. They had agreed, if there is dispute to resolve the same through Arbitration. The Clause is clear, the Clause is straight forward, the Clause is binding on the parties. In view of that particular fact, this Application stands allowed.

6. The learned counsel for the petitioner has suggested the name of the learned Arbitrator as Hon'ble Mr. Justice N.Kirubakaran, Former Judge, Madras High Court. The learned counsel for the respondent has no objection for the same.

7. Accordingly, Hon'ble Mr. Justice N.Kirubakaran, Former Judge, Madras High Court, No. 36, 2nd Cross Street, Rayala Nagar, Ramapuram, Chennai -600 089, Mobile No. 9445025454 is appointed as an Arbitrator. The fees of the Arbitrator to be determined in accordance with the



schedule given to the rules of the Arbitration Act. The Arbitrator to enter

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into reference and conduct the proceedings in manner known to law. The learned Arbitrator may endeavour to conclude the Arbitration proceedings within a period of one year from the date on which the claim statement is served on the respondent.

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07.11.2024

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