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Arb.O.P. (Com.Div.) No.570 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.02.2024

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THE HONOURABLE MR.JUSTICE C.SARAVANAN

Arb.O.P.(Com.Div.)No.570 of 2023

M.Sathyan

.. Petitioner

Vs.

1.Bright Enterprises,
Represented by M.Madhavan (One of the partners)
S/o.Late Micheal,
Shanthi Nagar,
Sanhosh Nagar,
Kandanchavadi,
Chennai – 600 096.

2.M.Madhavan

.. Respondents

Prayer: Original Petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondents in terms of the arbitration agreement dated 28.02.2017 and to direct the sole arbitrator so appointed with seat of a High Court Campus, Madras shall be entitled for remuneration as per the terms of statutory provisions in this regard and any other order/direction.



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For Petitioner : M/s.P.Sam Japa Singh

For Respondents : Mr.R.Jai Harisudhan

ORDER

This petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondents in terms of the arbitration agreement dated 28.02.2017 and to direct the sole arbitrator so appointed with seat of a High Court Campus, Madras shall be entitled for remuneration as per the terms of statutory provisions in this regard and any other order/direction.

2. The dispute between the petitioner and the respondents is arbitrable in terms of partnership deed. The petitioner has sent a notice under Section 21 of the Arbitration and Conciliation Act, 1996 on 07.09.2023 which has been returned as unclaimed.



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3. The learned counsel for the respondents seeks time to file counter.

4. Considering the nature of dispute, I see no purpose in adjourning the case further. The dispute is *prima facie* arbitrable and therefore, there is no impediment to appoint an Arbitrator.

5. The Court is inclined to pass the following order:-

(i) **Ms.S.Rajeni Ramadass, Advocate (Mobile No.:9884335538)**

residing at **New No.323, Old No.157, 1st Floor, Linghi Chetty Street, George Town, Chennai – 600 001**, is appointed as an Arbitrator to enter upon reference and adjudicate / resolve the *inter se* dispute between the parties.

(ii) The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, endeavour 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 29-A of the Arbitration and Conciliation Act, 1996, without getting influenced by any of the observations made by this Court in this order.

(iii) 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 petitioner shall pay the entire fee and other incidental charges to the Arbitrator and later recover the same from the respondents.

6. The parties are at liberty to workout the venue for Arbitration at Chennai.

7. The Original Petition is allowed with the above observations, leaving the parties to bear their own costs.



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

06.02.2024

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Index : Yes / No
Internet : Yes / No
Neutral Citation : Yes / No



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C.SARAVANAN, J.

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