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Arb.O.P (Com.Div.) No..28 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED: 30.04.2024

CORAM

The Hon'ble Mr. Justice Krishnan Ramasamy

Arb.O.P (Com.Div.) No.28 of 2024

TICEL Bio Park Ltd.,
Having its Registered Office at
No.5, CSIR Road, Taramani,
Chennai – 600 113.
Rep. by its Managing Director.

... Petitioner

Vs.

M/s. Iris Life Sciences
1 Floor, 103 Towers 6, UNIHOMES,
Nallambakkam Road,
Melrojapuram, Kanchipuram,
Tamil Nadu – 600 127.

... Respondent

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the lease deeds dated 31.01.2020 and 10.09.2020 and to direct the respondent to pay costs.

For Petitioner : Mr.D.Prajeish for
M/s.King and Patridge

For Respondent : No appearance



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ORDER

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This Arbitration Original Petition has been filed seeking to appoint an Arbitrator to adjudicate the dispute that had arisen between the petitioner and the respondent.

2. The learned counsel appearing for the petitioner would submit that the petitioner has leased out premises under Module Nos.407, 411 and 412, and accordingly, executed two lease deeds, one lease deed dated 31.01.2020 for a period of 3 years from 31.01.2020 to 31.01.2023; and another lease deed dated 10.09.2020 for a period of 3 years from 15.07.2020 to 14.07.2023; that the respondent, after paying lease rent for few periods, committed default thereafter, therefore, the petitioner issued a demand notice dated 15.07.2022 and called upon the respondent to settle the outstanding dues, failing which, arbitration clause would be invoked, however, since the respondent failed to repay the outstanding dues, the petitioner issued a legal notice dated 03.07.2023, for reference of the dispute before the Arbitrator. Since the same evoked no response, the petitioner has filed this Petition seeking to appoint an Arbitrator to settle the dispute between them and the



respondent in terms of Clause 9 of the Lease Deeds dated 31.01.2020 and 10.09.2020. Thus, by averring so, the learned counsel prayed for allowing this Petition by appointing an Arbitrator.

3. After filing of this petition, notice was ordered and the same was served on the respondent and the name of the respondent is also printed in the cause list, however, none appeared on their behalf.

4. This Court, upon hearing the learned counsel appearing for the petitioner and taking into consideration of the fact that, as per the terms and conditions of Lease Deeds dated 31.01.2020 and 10.09.2020, the present dispute among the parties has arisen out of the said lease agreement, is of the view that, the dispute can be arbitral in terms of clause Clause 9 of the said lease agreements. In this context, it would be apposite to extract the relevant Clause of the said lease deeds, which is extracted hereunder:-

“If any difference or dispute arises between and/or against two or more allottees in respect of any matter covered by the Byelaws, such



differences and disputes will be mutually settled between the parties failing which, it will be settled by TICEL.

Any dispute or difference between TICEL and the allottee or allottee's with regard to the Byelaws and all connected and related matters shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably, all such disputes or differences, whatsoever, shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Chennai“

5. Thus, in view of the above, this Court is inclined to appoint an Arbitrator to adjudicate the dispute between the parties on the following terms:-



5.1. Accordingly, Mr.Muthucharan Sundresh, Advocate, having

Office at No.224, Rajendra Gardens, Vettuvankeni, Chennai – 600115, possessing Mobile No.7397261623 is appointed as sole arbitrator to enter upon reference and adjudicate the dispute between the parties.

5.2 The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the Order. The learned Arbitrator is also directed to decide the matter without influenced by the observations made by this Court in the present order.

5.3 The learned Arbitrator is requested to conduct arbitration proceedings in accordance with the Madras High Court Arbitration Proceedings Rules, 2017 and the fee of the learned Arbitrator shall be fixed in accordance with Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees), Rules 2017.



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5.4 The learned Sole Arbitrator appointed herein shall be paid fees and other incidental charges, as per Schedule IV of the Act and the same shall be borne by the parties equally. In the event of non-appearance of the respondent, the petitioner shall bear the entire remuneration and other expenses and thereafter, the petitioner can recover the same directly from the respondent and vice versa.

5.5 Since this Court has appointed an Arbitrator, it is open to the petitioner as well as the respondent herein to seek other reliefs under the provisions of Arbitration and Conciliation Act 1996 before the learned Arbitrator.

6. With the above direction, this Arbitration Original Petition is allowed. No costs.

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Speaking/Non-speaking order
Index : Yes / No
Neutral Citation: Yes / No
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KRISHNAN RAMASAMY.J.,
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