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Arb.O.P (Com.Div.) No.26 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. 26 of 2024

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

... Petitioner

Vs.

- 1 Kobnl Ingredients Private Ltd
1A Dr. Vasadevan Nagar Extn.
Temple View Apartments Thiruvanmiyur
Chennai-600 041.
- 2 Ramachandran Kuganesan
Director of Kobnl Ingredients Private Ltd
having Office at
1A Dr. Vasadevan Nagar Extn.
Temple View Apartments
Thiruvanmiyur Chennai 600 041.
- 3 Aiyathurai Bhavani
Director of Kobnl Ingredients Private Ltd
having Office at
1A Dr. Vasadevan Nagar Extn.
Temple View Apartments
Thiruvanmiyur Chennai-600 041.



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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 respondents in terms of the lease deeds dated 17.08.2021 and 06.09.2021 and to direct the respondent to pay costs.

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

For Respondent : No appearance

ORDER

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

2. The learned counsel appearing for the petitioner would submit that the petitioner has leased out two premises vide Module Nos.310 and 311 and executed two lease deeds, one lease deed dated 17.08.2021 for a period of 2 years and 8 months and another lease deed dated 06.09.2021 for a period of 3 years; that the first respondent, after paying lease rent for



few periods, committed default from October 2021 onwards and vide e-mail dated 19.04.2022, the first respondent informed the petitioner that they would surrender Module No.311, therefore, the petitioner vide e-mail dated 20.09.2022 called upon the first respondent to settle the outstanding dues of Rs.23,59,171/-; that subsequently, the second respondent vide e-mail dated 03.11..2022 stated that the first respondent faced huge losses and that it is surrendering Module No.310 also; that however, since no payments were forthcoming, the petitioner issued a legal notice dated 28.06.2023, invoking arbitration proceedings, since the same evoked no response, the petitioner is before this Court by way of the present Petition seeking for appointment of an Arbitrator to adjudicate the dispute between them and the respondents in terms of Clause 9 of the Lease Deeds dated 17.08.2021 06.09.2021. 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 respondents and the names of the respondent were 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 Agreements dated 17.08.2021 and 06.09.2021, 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 disputes *inter se* 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.

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



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provisions of Arbitration and Conciliation Act 1996 before the learned
Arbitrator.

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

30.04.2024

Speaking/Non-speaking order

Index : Yes / No

Neutral Citation: Yes / No

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KRISHNAN RAMASAMY.J.,
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