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Arb.O.P (Com.Div.) No.27 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.04.2024

CORAM

**THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY**

**Arb.O.P (Com.Div.) No.27 of 2024**

TICEL Bio Park Limited,  
Having its Registered Office at  
No.5, CSIR Road, Taramani,  
Chennai 600 113.

... Petitioner

**Vs.**

Dr.J.Subbaraj,  
Proprietor, M/s.Exonn Biosciences,  
126, Vandarajankuppam,  
N Moolakuppam Post,  
Cuddalore, Tamil Nadu 607 102.

... Respondent

Arbitration Original Petition filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996 to

- a) appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of lease deed dated 25.04.2018; and
- b) direct the respondent to pay costs;



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Arb.O.P (Com.Div.) No.27 of 2024

For Petitioner : Ms.T.Madhumitha  
for M/s.King and Partridge

For Respondent : No appearance

### **ORDER**

This petition has been filed to appoint a sole Arbitrator to adjudicate the dispute between the petitioner and the respondent.

2. The learned counsel for the petitioner would submit that initially a request was received from the respondent for the purpose of leasing out the premises of the petitioner by virtue of letter dated 02.04.2018. Thereafter, the allotment letter was issued to the respondent on 11.04.2018. Accordingly, the petitioner and respondent had entered into the lease deed dated 25.04.2018. However, the respondent had failed to make payment to the petitioner.

3. Further, he would submit that the respondent had sent a letter dated 08.07.2019 requesting for renewal of office space agreement. Thereafter, the petitioner communicated the respondent vide email dated 26.03.2021



and 21.04.2021, whereby they had demanded for the payment of outstanding dues. In spite of the said communications, no payment has been made by the respondent. Hence, a notice, dated 21.10.2021 invoking arbitration, has been sent to the respondent. For the said notice, the respondent had provided reply dated 16.11.2021 stating that he will pay the amount as early as possible. However, till date no payment was made by them. Hence, the petitioner filed this petition.

4. Notice has been served to the respondent and the name of the respondent is also printed in the cause list. However, there is no representation on behalf of the respondent, which shows that he is not interested in contesting this petition.

5. Heard the learned counsel for the petitioner and perused the materials available on record.

6. In the present case, it appears that the respondent had failed to make payment of lease amount to the petitioner. Upon perusal of the lease



deed, it is clear that the dispute among the parties shall be resolved by virtue of Arbitration as per the Article XXII of the Lease Deed dated 25.04.2018, which reads as follows:

***“ARTICLE.XXII-ARBITRATION***

*a. Any dispute or difference between the Parties with regard to this Lease Deed and all connected and related matters whatsoever 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 first 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.*

*b. The Parties have agreed that the sole arbitrator will be appointed mutually by both the Parties. The arbitration proceedings will be on a fast track. Any of the Parties going for arbitration will submit its claim petition and documents to the arbitrator within one (1) week of the reference being made to the arbitrator, with a copy to the other Party. The other Party will submit its counter arguments and its documents to the arbitrator after serving a copy to the Party opting for arbitration, within one (1) week thereafter. The Parties can*



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Arb.O.P (Com.Div.) No.27 of 2024

*file their further replies or documents within one week thereafter. Immediately after the 3t week, the sole arbitrator will endeavour to commence the hearing on the 22nd day and will endeavour to go on with the hearing of the case from day to day without any adjournment, as far as possible. The sole arbitrator will also endeavour to give his award as early as possible.*

*c. The arbitration proceedings will be completed as far as possible within 40 days from the date of reference. The decision of the arbitrator will be final and binding on the Parties.*

7. In spite of service of notice, there is no representation on behalf of the respondent. Therefore, considering the submissions made by the learned counsel for the petitioner and in view of the fact that the dispute between the petitioner and the respondent squarely falls within the purview of the Article XXII of the Lease Deed dated 25.04.2018, this Court is inclined to appoint an Arbitrator.

8. Accordingly, this Court feels it appropriate to pass the following order:



i) **Ms.Anu Ganesan, Advocate, Old No.158, New No.325, 3<sup>rd</sup> Floor, Linghi Chetty Street, George Town, Chennai 600 001, Mobile No.9941542415,** is appointed as sole arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties

ii) 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.

iii) 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.

9. This Arbitration Original Petition is ordered accordingly, leaving the parties to bear their own costs. Since this Court has appointed an Arbitrator, it is open to the petitioner as well as the respondent to seek other



Arb.O.P (Com.Div.) No.27 of 2024

reliefs under the provisions of Arbitration and Conciliation Act 1996

before the Arbitrator.

**01.04.2024**

Speaking/Non-speaking order

Index : Yes / No

Neutral Citation: Yes / No

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Arb.O.P (Com.Div.) No.27 of 2024

**KRISHNAN RAMASAMY.J.,**

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**Arb.O.P (Com.Div.)No.27 of 2024**

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