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Arb.O.P (Com.Div.) No. 159 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.06.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No. 159 of 2025

L.R.Venkatesh, S/o.L.R.Raviprasad

...Petitioner

vs.

Rajashekarani

...Respondent

Prayer : Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 read with Clause 2 of the Appointment of Arbitrator's Scheme by the Chief Justice of Madras High Court's Scheme, 1996, praying to ,

- a) appoint a sole arbitrator to enter reference and adjudicate the claims, disputes and differences between the petitioner and the respondent arising out of the lease agreement dated 07.09.2022 registered with the rent authority vide No. TN-242022101108421;
- b) directing the Respondent pay the cost of the petition;
- c) pass such further order or orders as this Hon'ble Court may be deem fit and proper to the circumstances and thereby render justice.

For petitioner

: Mr.Ashokapathy

For M/s.Pass Associates

For Respondent

: Set ex-parte



ORDER

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As directed by this Court, the petitioner has effected substituted service by effecting paper publication. The paper publication has also been filed along with the affidavit of service. Despite effecting paper publication and printing the name of the respondent in the cause-list today, the respondent remains unrepresented. Hence, the respondent is set exparte.

2. This petition has been filed under Section 11 of the Arbitration and Conciliation Act seeking for appointment of an Arbitrator by this Court.

3. There seems to be a dispute between the petitioner and the respondent arising out of the Lease Deed dated 11.09.2022. There exists an arbitration clause in the Lease Deed dated 11.09.2022, which is extracted hereunder:

'9.Arbitration

In the event of any dispute or difference or claim whatsoever arising from and out of this Lease Agreement including those relating to the interpretation of any of the clauses herein contained and excluding those that are covered under



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The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017, the same shall be referred for Arbitration to a sole Arbitrator to be nominated with the mutual consent of the Parties herein and in the event of their failing to arrive at a consensus, in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996. The situs of the Arbitral proceedings shall be in Chennai. The arbitration proceedings shall be conducted in English and the decision of the said sole Arbitrator shall be final and binding on the parties herein.'

4.The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 10.08.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same.

5. Since there is no consensus between the parties with regard to the name of the Arbitrator and since there exists an arbitration clause, this Court has to necessarily appoint an arbitrator as prayed for in this petition.



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- a) This Court appoints Ms.Poongkhulali Balasubramaniam, Advocate, having office at No.M-1, 'Vadhula', No.18, Brindavan Street, Mylapore, Chennai-600004, (Mobile No.9176568368) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the Lease Deed dated 11.09.2022.
- (b) The Arbitrator shall be paid his/her remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996.
- (c) Both the parties shall equally share the arbitrator's fees.
- (d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

19.06.2025

Index: Yes/ No
Speaking order / Non speaking order
Neutral citation : Yes / No

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ABDUL QUDDHOSE, J.

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