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Arb.O.P.(Com. Div.) No.320 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.08.2025

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) No.320 of 2025

T.Rengasamy

... Petitioner

Vs.

M/s.Chennai Network Infrastructure Limited (CNIL),
Now known as GTL Infrastructure Limited,
Having Registered office at Door No.34/1DL,
New No.403/L, Samson Tower, 7th Floor,
Chennai – 600 008.

Presently at City Centre, 3rd Floor,
No.232, Old No.186, Purasawalkam High Road,
Kilpauk, Chennai – 600 010.

... Respondent

PRAYER: Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleased to appoint an Arbitrator to adjudicate on the disputes relating to the default of payment under the Lease Agreement.

For Petitioner : Mr.K.R.Ramesh Kumar
For Respondent : Mr.S.Dhakshnamoorthy



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ORDER

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This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an Arbitrator by this Court.

2. There seems to be a dispute between the petitioner and the respondent, arising out of the Lease Agreement dated 06.01.2017. There exists an arbitration clause in the Lease Agreement dated 06.01.2017 and the same is reproduced hereunder :

"22.Any dispute or claim between the parties hereto arising out of or relating to this agreement, or its implementations and/or its effect, or the breach, termination, due to efflux of time or otherwise, or invalidity thereof, either during its subsistence or after its termination, shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of Arbitration and Reconciliation Act 1996. The arbitration shall be held at Chennai. Arbitrator will be appointed/engaged by both the parties written consent."



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3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 19.11.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. A reply has also been sent by the respondent to the same. Since there is no consensus between the parties with regard to the name of the arbitrator, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an arbitrator by this Court.

4. A counter has been filed by the respondent stating as follows :

(a) the dispute raised by the petitioner, namely to evict the respondent from the petitioner's premises is not an arbitral dispute. The said claim can if at all be made only before the Rent Controller by filing RLTOP;

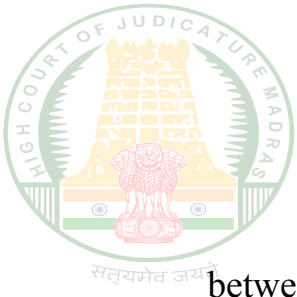
(b) the Lease Agreement dated 06.01.2017, the contract, which is the subject matter of the dispute between the parties, being an unregistered document is not an admissible piece of evidence, and the arbitral claim to be initiated is not maintainable.



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5. The learned counsel for the petitioner, on instructions, would submit that before the arbitrator to be appointed by this Court, the petitioner shall not make an arbitral claim against the respondent seeking to evict the respondent from the petitioner's premises. The said undertaking given by the petitioner is recorded by this Court. The learned counsel for the petitioner submits that the petitioner shall be claiming only the arrears of lease rentals and other amounts, which according to the petitioner is due and payable by the respondent to the petitioner. Therefore, the first objection raised by the respondent through their counter as stated supra is rejected by this Court due to the undertaking given by the petitioner as recorded supra. Insofar as the inadmissibility of the Lease Agreement dated 06.01.2017 as a piece of evidence is concerned, the law is now well settled that the same could be adjudicated only by the arbitrator and not by this Court under Section 11 of Arbitration and Conciliation Act, 1996.

6. Since there exists an arbitration clause in the Lease Agreement dated 06.01.2017, the contract, which is the subject matter of the dispute



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between the parties and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court has to necessarily appoint an Arbitrator as prayed for in this petition.

7. However, it is made clear that the petitioner shall not make an arbitral claim against the respondent for evicting the respondent from the petitioner's premises, if at all, such a claim can be made only before the Rent Controller by filing a RLTOP.

8. Accordingly, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

(a) Mr.J.Aditya Reddy, Advocate, having office at 21/11, PS Sivasamy Salai, Mylapore, Chennai – 04 (Mobile No.98848 11101) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondents arising out of the Lease Agreement dated 06.01.2017;



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(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996 or as per the mutual consent of both the parties;

(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.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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ABDUL QUDDHOSE. J.

sp

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