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Arb.O.P.(Com. Div.) No.346 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.08.2025

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) No.346 of 2025

TICEL Bio Park Limited,
Having its Registered office at
No.5, CSIR Road, Taramani,
Chennai – 600 113,
Represented by its Managing Director ... Petitioner

Vs.

Mr.Rajeswaran,
Director, M/s.IVY Health,
Proprietorship Firm,
Having its Registered office at
B-1/324, ROMAA Paradise, 3rd Floor,
5/228, Irulapalayam Road, Kuthambakkam,
Chennai – 600 124. ... Respondent

PRAYER: Petition filed under Section 11(6)(a) 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 Deed dated 19.03.2019.

For Petitioner : Mr.Jose John
for M/s.King & Partridge
For Respondent : Mr.M.V.Bibin Mahesh



ORDER

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2. There seems to be a dispute between the petitioner and the respondent arising out of the Lease Deed dated 19.03.2019. There exists an arbitration clause in the Lease Deed dated 19.03.2019. The same is extracted hereunder:

“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



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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 file their further replies or documents within one week thereafter. Immediately after the 3rd week, the sole arbitrator will endeavor to commence the hearing on the 22nd day and will endeavor 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 endeavor 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.”

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 21.10.2021 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996.



WEB COPY 4. The learned for the respondent has stated no objection for the appointment of an Arbitrator by this Court as prayed for in this petition.

5. Since there exists an arbitration clause in the contract, which is the subject matter of the dispute between the parties, and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since the respondent has stated no objection for the appointment of an Arbitrator by this Court, this Court has to necessarily appoint an Arbitrator as prayed for in this petition.

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

(a) Dr.S.Padma, Advocate, having office at T2, Thanikachalam Apartments, No.63, Rakiappa Street, Mylapore, Chennai – 600 004 (Mobile No.94441 78456) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondent arising out of the Lease Deed dated 19.03.2019;



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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.

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