



O.A.Nos.695 and 696 of 2025 and Arb. Appln. Nos.897 and 899 of 2025

Orbgen Technologies Pvt. Ltd.

... Applicant

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Vs.

A.V.R.N. Hotels Pvt. Ltd.

... Respondent

For Applicant : Antony R Julian

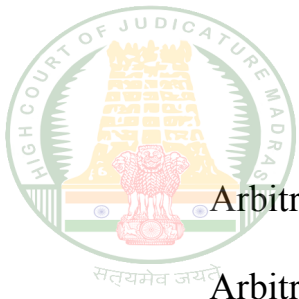
For Respondent : M. Santhanaraman

ABDUL QUDDHOSE.J.,

Both the counsels have made a joint endorsement in the Court bundle, agreeing for the appointment of an arbitrator by this Court to adjudicate the dispute between the parties arising out of the ticketing agreement dated 24.02.2025, which is the subject matter of these applications.

2. The learned counsel for the applicant also submits that the applications filed under Section 9 of the Arbitration and Conciliation Act, 1996, pending before this Court, may be treated as applications under Section 17 of the Arbitration and Conciliation Act, 1996 before the arbitrator to be appointed by this Court.

3. The learned counsel for the respondent has not raised any serious objection for treating these applications, filed under Section 9 of the



Arbitration and Conciliation Act, 1996 as ones filed under Section 17 of the Arbitration and Conciliation Act, 1996 before the arbitrator.

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4. The learned counsel for the applicant also submits that the equipments supplied by the applicant will have to be returned by the respondent to the applicant. The learned counsel for the respondent, on instructions, would submit that the respondent is willing to return the equipments as and when a request is made by the applicant to the respondent. The said undertaking given by the respondent is recorded.

5. The learned counsel for the applicant also seeks for a direction from this Court for the return of the F.D. receipt for a sum of Rs.2,85,70,000/-, which was submitted by the applicant, favouring the Registrar (General) of this Court. The learned counsel for the applicant also seeks for a direction from this Court to the Registrar (General) of this Court to endorse the fixed deposit receipt in favour of the applicant to enable the applicant to encash the said fixed deposit. The learned counsel for the respondent has not raised any serious objection for the same.



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6. Since a direction was issued to the applicant to take a fixed deposit for a sum of Rs.2,85,70,000/- only to show the applicant's bonafides for filing these applications and since these applications have been treated as applications under Section 17 of the Arbitration and Conciliation Act, 1996 to be adjudicated only by the arbitrator and not by this Court, necessarily the fixed deposit favouring the Registrar (General) of this Court for a sum of Rs.2,85,70,000/- has to be endorsed by the Registrar (General) in favour of the applicant.

7. After hearing the submissions of both the counsels and after recording the joint endorsement made by both the counsels, on instructions, these applications are disposed of by issuing the following directions:

a) Hon'ble Mr.Justice R.Subramanian, Former Judge of this Court, residing at No.6/29, Flat No.1B, Viswanath Apartment, 5 th main road, R.A.Puram, Chennai-28 (Mobile No.9444094402) is appointed as the sole arbitrator to adjudicate the dispute between the parties arising out of ticketing agreement dated 24.02.2025;

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



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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;

e) O.A.Nos.695 and 696 of 2025 and Arb. Appln. Nos.897 and 899 of 2025, which have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 shall be treated as applications filed under Section 17 of the Arbitration and Conciliation Act, 1996 before the arbitrator, who shall adjudicate the same on merits and in accordance with law;

f) Both the parties are also permitted to file additional pleadings before the arbitrator, if required, whenever the Section 17 applications are taken up for consideration by the arbitrator;

g) On a written request made by the applicant to the respondent, the respondent shall return the equipment supplied by the applicant as per the ticketing agreement dated 24.02.2025 within a period of 24 hours from the date of receipt of a copy of the said written request from the applicant;

h) The F.D. made by the applicant for a sum of Rs.2,85,70,000/-, which is now lying with the Registrar (General) of this Court shall be



returned to the applicant after making the necessary endorsement, in favour of the applicant to enable the applicant to encash the same;

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i) Liberty is granted to both the parties to file further interim applications under Section 17 of the Arbitration and Conciliation Act, 1996, if they so deem fit to do so before the arbitrator.

11.08.2025

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Note: Issue Order Copy Today (i.e., on 11.08.2025)



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ABDUL QUDDHOSE.J.,

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