



Arb. O.P. (Com. Div.) No.441 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04.02.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No.441 of 2024

M/s.Mukta A2 Cinemas Ltd.,
(A Private Ltd. Company duly registered
with Registrar of Companies),
through its Executive Director
Mr.Parvez Farooqui

... Petitioner

VS.

1. M/s.Rohini Movie Park,
represented by its Partner and
Authorised Signatory
Mr.R. Panneerselvam,
No.141/2, Poonamalle High Road,
Koyambedu,
Chennai – 600 107.

2. Mr.Nikilesh Surya

... Respondents

Prayer : Arbitration Original Petition (Commercial Division) filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996 to appoint Sole Arbitrator to adjudicate the disputes / claims of the petitioner as provided under the MOU, dated 22nd September 2017 and the Business Conducting Agreement, dated 30th March, 2018 between the petitioner and the 1st respondent.



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For petitioner : Ms. G.Shanthimeenakshi
For respondents : Mr.Balasingh

ORDER

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. As seen from the averments contained in this petition, there seems to be a dispute arising between the petitioner and the respondents out of a Memorandum of Understanding, dated 22.09.2017 and the Business Conducting Agreement dated 30.03.2018. According to the petitioner certain sums of money are due and payable by the respondents arising out of the aforementioned contracts.

3. Both the aforementioned contracts contain an arbitration clause. They are extracted hereunder :-

Memorandum of Understanding, dated 22.09.2017

20. Arbitration Clause : In case of any dispute arising in regard to the terms of this Memorandum of Understanding then such dispute shall be settled by arbitration in terms of the Indian Arbitration Act.



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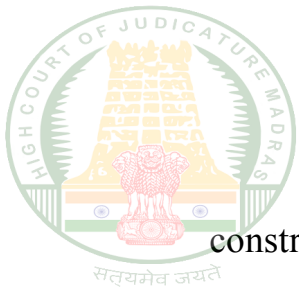
Both parties shall make appointment of arbitrator mutually. Place of arbitration shall be Chennai.

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Business Conducting Agreement, dated 30.03.2018.

15. In case of any dispute arising in regard to the terms of this Memorandum of Understanding entered into between the parties as well as this agreement then such dispute shall be settled by arbitration in terms of the Arbitration and Conciliation Act, 1996 or amendments thereto from time to time. Both parties shall make appointment of arbitrator mutually. The arbitrator shall give reasons for the award, which shall be final and binding upon the parties. The venue of such arbitration shall be Chennai and such arbitration shall be conducted in English language. Subject to the above provisions pertaining to arbitration, the Courts in Chennai shall have exclusive jurisdiction to try and entertain or dispose of any applications for interim reliefs or for the enforcement or challenge to the arbitral award.

4. The petitioner has also issued statutory notices under Section 21 of the Arbitration and Conciliation Act, 1996 to the respondents on 20.07.2023 as well as on 16.11.2023. The respondents have chosen not to reply to the same. Only under those circumstances, the petitioner is

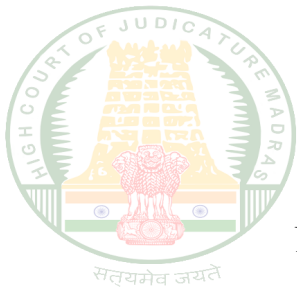


constrained to file this petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an arbitrator by this Court.

5. Even though a counter has been filed by the respondents in this petition, the respondents have not raised any serious objection about the existence of an arbitration agreement between the parties. While deciding an application under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an arbitrator, this Court will have to prima facie satisfied that there exists an arbitration agreement between the parties. As seen from the contracts, which are the subject matter of the dispute between the parties, there exists an arbitration clause, which have been extracted supra. When there exists an arbitration clause, necessarily this Court will have to appoint an Arbitrator as prayed for by the petitioner in this petition.

4. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-

a) This Court appoints Ms. Meera Gnanasekar, the learned Advocate, who is having office at No.170, 2nd Floor, Thambhu Chetty Street, Chennai – 600 001, (Mobile



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No.9884455474) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the aforesaid agreement.

(b) The Arbitrator shall be paid 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.

04.02.2025

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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