



WEB COPY

Arb O.P(COM.DIV.) No. 4
of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-11-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 488 of 2025

1. Rekha Kalyan
W/o R.Kalyan
Flat No.FF3, Anubhav Terrace
Door No.15, Judge Jambulingam Street
Mylapore, Chennai-600 004
2. Sunitha Devi
W/o N.Sathya Moorthy
Flat No.G1, Vinod Apartments,
3rd Cross Street, C.I.T. Colony
Mylapore, Chennai-600 004
3. G.V.Anjanaya Babu
S/o G.Haragopal
Flat FF2, Anubhav Terrace, Door No.15
Judge Jambulingam Street, Mylapore
Chennai-600 004
4. Y.Sreelatha
W/o G.V.Badrinath
Flat FF2, Anubhav Terrace, Door No.15,
Judge Jambulingam Street, Mylapore,
Chennai-600 004



Arb O.P(COM.DIV.) No. 4
of 2025
Petitioners



Vs

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M/s.Dhanalakshmi Cultural Association
Rep.by its Secretary
No.44-45, Sunnambukara Street
Madurai South
Madurai 625 001

Also at New No.195, Old No.88
Venkatachalam Street, Mylapore,
Chennai 600 004

Respondent

PRAYER

To appoint a sole Arbitrator to arbitrate the tenancy dispute between the parties

For Petitioners: Mr.Vadiraj Anirudh S.G. For
Mr.V.Sharathi

For Respondent: Mr.J.Abdul Hadi

ORDER

This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate and decide the disputes between the petitioners and the respondent arising out of the lease deed dated 01.03.2018.

2. When this petition came up for hearing on 19.08.2025, this Court passed the following order:-



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

2. There seems to be a dispute between the petitioners and the respondent arising out of the Lease Deed dated 01.03.2018. There exists an arbitration clause in the said Lease Deed and the same is re-produced hereunder:-

“11.In the event of any dispute between the parties regarding this lease, the parties shall enter into good faith negotiations aimed at finding an amicable solution. If the dispute could not be resolved in a satisfactory manner, either party may refer the matter to arbitration. Each party shall appoint one arbitrator and the two arbitrators shall mutually appoint a third arbitrator who will act as umpire.”

3. The petitioners have invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 12.04.2024 to comply with the requirements of Section 21 of the Act. The respondent has not sent any reply for the same.

4. Since there exists an arbitration clause in the Lease Deed dated 01.03.2018, and since the petitioners have complied with the statutory requirements of Section 21 of the Act by issuing notice to the respondent on 12.04.2024, and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court is issuing notice to the respondent through Court as well as privately returnable by 15.09.2025. ”



3. After service of notice, the respondent is represented through counsel and a counter affidavit has also been filed.

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4. This Court carefully considered the submissions made on either side and the materials available on record.

5. The issues that have been raised by the respondent in the counter affidavit touch upon the merits of the case and these issues cannot be gone into in the present petition. It will be left open to the respondent to raise all the issues before the learned Arbitrator.

6. In the case on hand, it is seen that there is a valid agreement between the parties in line with Section 7 of the Arbitration and Conciliation Act, 1996, which contains an arbitration clause. Hence, Mr.P.Valliappan, Senior Advocate, having address for service at No.27 (Old No.18), Karpagambal Nagar, Mylapore, Chennai 600 004, Mobile No.9884176177 is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the agreement dated 01.03.2018, adjudicate the arbitral disputes that have arisen between the parties by holding the sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017.



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7. This original petition is disposed of in the above terms. There shall be
no order as to costs.

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

SS

To

1. Mr.P.Valliappan

Senior Advocate

No.27 (Old No.18)

Karpagambal Nagar

Mylapore

Chennai 600 004

Mobile No.9884176177

2. The Director

Tamil Nadu Mediation and Conciliation

Centre-cum-Ex-Officio Member

Madras High Court Arbitration Centre

Chennai 600 104



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