



WEB COPY



Arb.O.P.(Comm.Div.) No.553 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON :28.01.2025

DELIVERED ON:31.01.2025

CORAM

THE HONOURABLE **MR.JUSTICE P.B.BALAJI**

Arb.O.P.(Comm.Div.) No.553 of 2024

J.Rajesh Kannan

... Petitioner

VS.

Dhanasekar

... Respondent

PRAYER: Arbitration Original Petition filed under Sections 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint a sole arbitrator to adjudicate over the dispute arising out of the Registered Lease Deed dated 09.05.2024 between the Petitioner and the Respondent.

For Petitioners : Mr.K.V.Sajeev Kumar

For Respondent : Mrs.S.Renuka

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter called as 'the Act')



to appoint an Arbitrator in respect of the dispute arising out of alleged violation of the Registered Lease Deed dated 09.05.2024 in DOC No.1587/2022 between the petitioner and the respondent.

2. I have heard Mr.K.V.Sajeev Kumar, learned counsel for the petitioner and Mrs.S.Renuka, learned counsel for the respondent.

3. The petitioner, being the absolute owner of the non-residential premises located at New Door No.177, Old Door No.67, Gollawar Agraharam Road, Old Washermenpet, Chennai-600 021, leased out the same to the respondent in the year 2022. I find that the parties have entered into a valid Arbitration Agreement and the lease deed dated 09.05.2024 is also registered before Sub Registrar Office, Royapuram.

4. The petitioner's grievance is that the respondent is in arrears of rent, electricity charges as well as TDS and interest on belated payment of rent. The petitioner has also issued legal notice on 04.06.2024 which was replied by the respondent, admitting defaults and agreeing to pay the outstanding amounts.



WEB COPY



Arb.O.P.(Comm.Div.) No.553 of 2024

5. The arbitration clause was invoked on 04.11.2024. As the respondent refused to accept the arbitration proceedings, thereby, necessitating the petitioner to approach this Court, seeking sole Arbitrator.

6. I have also gone through the Registered Lease Deed dated 09.05.2024 which contains a valid Arbitration Clause at Clause-35. Therefore, there is no impediment for appointment of Arbitrator to enable the parties to resolve the dispute before the Arbitrator.

7. The present Original Petition has been filed under Section 11 (6) for appointment of the sole Arbitrator. Accordingly, this Court is inclined to appoint a sole Arbitrator viz., **Mr.Arun Karthik Mohan, Advocate, New No.161/1. Kanakashree Apartments, 1st Floor, V.M.Street, Jagadambal Colony, 2nd Street, Royapettah, Chennai-600 014 (Mobile No.8754463801)** as the Sole Arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law.



Arb.O.P.(Comm.Div.) No.553 of 2024

WEB COPY

8. The learned Arbitrator is entitled to fix his fees as per the Schedule-IV to the Act. This Court further requests the learned Arbitrator to endeavor to decide the dispute as expeditiously as possible, however, not later than six (6) months from the date of his entering into reference.

9. Accordingly, this Arbitration Original Petition is allowed.

31.01.2025

sr

Index : Yes / No

Internet : Yes / No



Arb.O.P.(Comm.Div.) No.553 of 2024

P.B.BALAJI,J.,

SR

Pre-Delivery Order in

Arb.O.P.(Comm.Div.) No.553 of 2024

31.01.2025