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Arb.O.P.(Comm.Div.) No.559 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 24.01.2025

Pronounced on:31.01.2025

CORAM

THE HONOURABLE MR.JUSTICE P.B.BALAJI

Arb.O.P.(Comm.Div.) No.559 of 2024

1.A.R.Madanagopal
2.Kirupa Madan
3.M.Radha
4.M.Rajendraaa

... Petitioners

VS.

M/s.Hotel Saravana Bhavan,
Represented by its Partnter
Mr.R.Saravanan,
19, Vadapalani Andavar Koil Street,
Vadapalani, Chennai – 600 026.

... Respondent

PRAYER: Arbitration Original Petition filed under Sections 11 (4, 5 & 6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate over the dispute arising out of the Lease Agreement dated 06.08.2024 between Petitioners and the Respondent.

For Petitioners : Mr.Rahul M.Shankar
For Respondent : Ms.G.Deepika for
Mr.K.Harishankar



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ORDER

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This Arbitration Original Petition has been filed under Section 11(4) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate over the dispute arising out of the Lease Agreement dated 06.08.2024 between Petitioners and the Respondent.

2. I have heard Mr. Rahul M. Shankar, learned counsel for the Petitioners and Ms.G.Deepika, learned counsel for Mr.K.Harishankar, learned counsel for the Respondent.

3. The brief facts of the case are as follows:

The Petitioners are the absolute owners and landlords of the premises, No. 1, 5th Street, Dr. Radhakrishnan Salai, Mylapore, Chennai – 600 004. The said premises has been leased to the Respondent in and by Lease Agreement dated 01.10.2020. The said Lease Agreement contains an Arbitration Clause at Clause 29. The same is extracted herein under:

“ 29. All claims, doubts, disputes or differences, if any, arising out of



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this or in relation to or connected with this lease deed (within or before or after its expiry or termination) shall be referred to arbitration by sole arbitrator to be appointed by the Hon'ble Court of Judicature at Madras. The provisions of the Arbitration and Conciliation Act, 1996 shall apply. The arbitration shall be in English language. The venue of arbitration will be at Madras High Court Arbitration Centre the Courts in Chennai shall have exclusive jurisdiction shall have to be to the exclusion of all other courts."

4. Disputes have arisen between the Petitioners and the Respondent, which has resulted in issuance of notices by the Petitioners to the Respondent. The Petitioners allege unauthorised constructions being made by the Respondent in the tenanted premises, besides also of committing default in payment of the rentals, service taxes, and statutory dues. Though the learned counsel for the Respondent submits that the Respondent is willing to settle the matter amicably, the learned counsel for the Petitioners, opposes the said representation of the Respondent that the matter is likely to be settled, since according to the counsel for the Petitioners, all efforts to settle the matter earlier had failed and the present attempt is only a ruse to further drag the proceedings and delay the inevitable.

5. Considering the above contentions and in view of the fact that the



Respondent is not disputing the existence of a valid Arbitration Clause in the Lease Agreement, I see no impediment to appoint a Sole Arbitrator to go into the disputes and adjudicate the same in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is needless to say that if the Respondent wants to settle the matter, he can always request the learned Arbitrator to conciliate between the Petitioners and the Respondent.

6. In view of the above, I hereby appoint **Mr. Mohammed Fayaz Ali, Advocate, having address at No. 17, GA “LANDMARK”, SAIT COLONY, 1st STREET, EGMORE, CHENNAI – 600 008, Mobile 90032 37483, 98410 91222, 044-28191222, E-mail:- fayaz@mfalegal.in** as sole arbitrator.

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



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8. Accordingly, the Arbitration Original Petition is allowed.

31.01.2025

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Speaking/Non-speaking order
Index : Yes / No
Neutral Citation: Yes/No

P.B.BALAJI, J.,

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Pre-delivery Order in
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