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OP No. 309 of 2018



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

OP No. 309 of 2018

M/s.Nilakantan & Brothers
Constructions Pvt.Ltd.
Flat No.2, 1st Floor, Gokul Towers
No.7, C P Ramaswamy Road
Chennai 600 018

Petitioner

Vs

1. Board of Trustees of the Port of
Chennai
(Body Corporate Under Major Port
Trusts Act, 1963), represented by
the Chief Engineer, Rajaji Salai,
Chennai-600 001

2.Chokkaiyan Karthikeyan & Co.
No.83, E.V.K.Sampath Road
(Pudusanthai Road), Erode-638 003

Respondents

PRAYER

To set aside the Award dated 21.08.2010 and 16.10.2010.



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For Petitioner : Mr.K.Harishankar and
Ms.Mithreyi Kasthurirangan and
Mr.R.Pranav

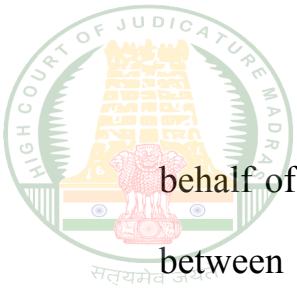
For Respondents: Mr.R.Karthikeyan for R1
Mr.G.Ashokapathy
for M/s.Pass Associates for R2

ORDER

This original petition has been filed under Section 34 of the Arbitration and Conciliation Act, 1996 (for brevity, hereinafter referred to as “the Act”) questioning the award passed by the Arbitral Tribunal dated 21.08.2010, for which subsequent correction was made on 16.10.2010.

2. The case of the petitioner is that the petitioner company is carrying on the business of construction contracting. The first respondent called for a tender for the work of construction of mooring dolphin at BD111 etc., vide Tender No.5/JDA/015/2005/E. The petitioner and the second respondent entered into a Memorandum of Understanding (for brevity, hereinafter referred to as “the MOU”) dated 26.05.2005 for the purpose of submitting tender for the said work by forming a Joint Venture between the two, on the basis of mutually agreed terms and conditions.

3. In line with the MOU, the second respondent submitted the tender on

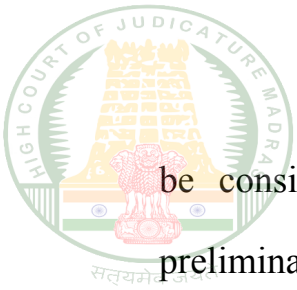


behalf of the joint venture, by letter dated 10.06.2005. Negotiations took place between the first respondent and the petitioner and the first respondent was insisting for a rebate of 10.5%, to which the second respondent also agreed, in spite of the petitioner advising otherwise. The petitioner, therefore, sent a revised offer letter dated 05.08.2005.

4. The tender was accepted by the first respondent and after getting various clarifications from the joint venture partners, the first respondent awarded the work by letter dated 15.09.2005. The work faced several bottlenecks and ultimately, the contract was foreclosed and terminated by the first respondent.

5. The second respondent made a claim for damages and for other payments against the first respondent. The petitioner was not made aware of the same and the second respondent straight-away started the arbitration proceedings and the petitioner did not participate in the appointment of the Arbitrator and they were included as the second respondent in the arbitration proceedings.

6. In view of the above, the petitioner raised a preliminary issue with regard to the very maintainability of the proceedings as against the petitioner. The Arbitral Tribunal informed the petitioner that the preliminary objection will



be considered at the time of passing the main award. Ultimately, the preliminary objection raised by the petitioner was overruled and the award was passed on merits. Aggrieved by the same, the present petition has been filed before this Court.

7. Issues 1 & 2 framed by the Arbitral Tribunal pertain to the jurisdiction of the Arbitral Tribunal. For proper appreciation, Issues 1 & 2 are extracted hereunder:-

“1. Whether the claim petition filed by the claimant individually without including its Joint Venture Partner viz., Messrs.Nilakantan & Bros., Constructions Pvt Ltd., as a claimant is maintainable?

2. Whether the Hon'ble Tribunal has jurisdiction to adjudicate the claims made against the second respondent?”

8. The findings rendered by the Arbitral Tribunal for Issues 1 & 2 are also extracted hereunder:-

“(51) Issues 1 & 2:

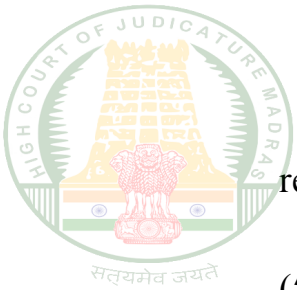
A reading of the above pleadings shows that parties are blowing hot and cold on issues of maintainability and joinder of parties. Claimants and the 2nd respondent are supposed to be joint venture partners accepted by the 1st respondent while awarding the subject contract work. In fact it was the 1st respondent who called to for a joint undertaking in stamp paper from the claimant and the 2nd respondent. making them jointly



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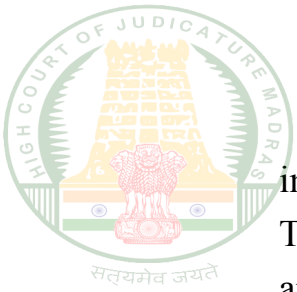
liable for the contract work, but still the 1st respondent would plead in his defence statement that the claim by the claimant alone making the 2nd respondent as a party respondent is not maintainable. The case of the 1st respondent is that both the joint venture partners should, if at all, make a joint claim. The fact remains that at some point of time, differences of opinion arose between the joint venture partners and inspite of the best efforts of the claimant to pacify the 2nd respondent and make a joint claim by filing a joint statement of claim, failed. But while so, the claimant ignored the 2nd respondent when they sought for arbitration and got the present Arbitral Tribunal constituted. It was the Tribunal which found on the basis of the agreement between the parties that no final and effective decision can be arrived at, without both the joint venture partners on record. Since the 2nd respondent refused to align with the claimant when the statement of claim was filed, they had to be impleaded as 2nd respondent. No prejudice could be caused to the 2nd respondent on this account because the Arbitration and Constitution Act 1996, enables the 2nd respondent to make all his claims by way of counter claim and the Limitation Act 1963 applies to such claims and the 1st respondent is also not prejudiced. A reference to the correspondence, the joint venture agreement and form of undertaking given at the instance of the 1st respondent, will disclose the inter-connection between the parties by way of obligations and liabilities. When we proceed to discuss the issues, it would be amply proved that our decision to implead all the necessary parties is in the interest of all parties. It is never the intention or scope of the Civil Procedure Code, which we largely follow in arbitration cases, to drive the parties or pave the way for more and more litigation. If we now look in to the course of events of this arbitration proceedings right from the beginning, one can understand how the 2nd



respondent came to be added as a party to the arbitration.

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(52) The Arbitral Tribunal commenced its sittings on 18.3.08. When they perused the agreement between the parties providing for arbitration, they found that the agreement was entered in to between Chennai Port Trust (Respondent-1) on the one side the claimant with the 2nd respondent on the other side. In fact without 2nd respondent, the 1st respondent (Chennai Port Trust) could not have entered in to the agreement or awarded the contract to the claimant because admittedly, the claimant did not have the prescribed qualification or experience prescribed in the tender notice. That is precisely the reason why the claimant searched for a joint venture partner with pre-tender qualifications. Taking note of our observations and the need to have the 2nd respondent also in the arbitration case, time was given to the parties till 22.3.08 and then till 12.5.2008 and again till 8.10.2008. On 13.8.2008, a petition was filed by M/s Pathy & Pathy, advocates for the claimant, seeking more time for filing a joint claim statement, on the ground that talks were going on with the 2nd respondent. On 18.10.2008. the Managing Director of the 2nd respondent himself filed a memo that he had almost reached a settlement with the claimant and wanted time till 15.12.2008. On 15.12.2008, again a joint memo signed by the counsel for the claimant and the counsel for the 2nd respondent seeking time till 16.02.2009 for filing a joint claim statement. For some unknown reason, the 2nd respondent did not agree to join the claimant in filing a joint statement of claim. Therefore, the claimant filed their independent and separate claim statement on 16.03.2009, making the joint venture partner as 2nd respondent. The Tribunal gave time to the respondents to file defence statements and counter claims, if any. Instead of filing defence statements, the respondents raised objections to the



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impleading of the joint venture partners as 2nd respondent. The Tribunal therefore heard elaborate argument by all the parties, and passed an interim order on 10.8.09 on the preliminary objections, rejecting the preliminary objections and giving liberty to the respondents to raise all their objections and counter claims, if any. Fresh dates were given for filing defence statement and counter claims if any. Accordingly the respondents filed their defence statements and counter claims. Rejoinders were filed by all parties to the claims made against them. Time was given for filing agreed issues. Accordingly, the parties filed an agreed memo of issues. The Tribunal discussed the issues and adopted the said issues which we have already quoted in the earlier paragraphs.

(53) We have adverted to the circumstances and the manner in which the 2nd respondent came to be impleaded as party respondent rather than a party claimant. We have also pointed out that without the 2nd respondent, no valid and binding decision could be rendered on the issues raised in the case. We will for the present refer only to a few binding documents in support of the above statement. Ex- C-2 is the Memorandum of Understanding between the claimant and 2nd respondent dt.26.5.05, enclosed along with the very first offer. Clause 5 and 10 of Ex C-1 amply establishes our stand that Ex C-4 in the joint venture agreement on stamp paper. Exh C-22, 23 and 25 are the correspondence relating to the demand of undertaking by the 1st respondent and the final undertaking furnished by claimant and 2nd respondent puts an end to the argument on mis-joinder of parties. The plea that the 2nd respondent is not amenable to the jurisdiction of the Tribunal is only an imagination of the 2nd respondent because notice was given to them by the 1st respondent about the pendency of the arbitration proceedings and the opinion of the Arbitral tribunal



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that for a satisfactory and complete disposal of the case the presence of the 2nd respondent was absolutely essential. The claims and rights of the claimant and the 2nd respondent are so closely interconnected that it would prejudice both the parties if they are dealt with separately. Further, the arbitration and conciliation Act 1996, provides a complete answer to all such rights and claims and enables all the parties to raise their pleas and also their objections to the opposite parties' claims and rights. As already stated the claimant and the 2nd respondent have already locked horns in an independent arbitration before Justice K. Venkatasamy in respect of their inter se disputes. In fact the 2nd respondent obtained favourable orders for removal of his equipments from the port area and also got a commissioner appointed for taking an inventory of his equipments. The said equipments are subject matter of the present arbitration and whether damages are payable to the 1st respondent for over stayal or whether the 2nd respondent is entitled to damages for the loss and damage to such equipments are issues in this case. We have therefore no hesitation in rejecting the plea of the 1st and 2nd respondents regarding maintainability and jurisdiction in whatever form the pleas are taken. All such objections are over ruled and issues 1 & 2 are answered accordingly.”

9. The learned counsel for petitioner submitted that as per the MOU that was entered into between the petitioner and the second respondent, the second respondent was to act as a lead partner and he should act on behalf of the joint venture, after consultation with the petitioner in writing for the performance of the contract. The learned counsel also relied upon clause 5 of the MOU, wherein



the petitioner and the second respondent had agreed to enter into the Joint Venture Agreement and each party was made responsible for execution of their scope of work and will not interfere in the resultant profit/loss arising due to the addition/deletion of any work. The learned counsel also relied upon clause 9, which is the arbitration clause and clause 13, which made it clear that any correspondence from the Chennai Port Trust pertaining to the work and addressed to the lead partner, will be communicated in writing to the petitioner. Thus it was contended that even though the second respondent is the lead partner, the petitioner must always be kept in the loop and he must be consulted at every stage and the correspondence with the Chennai Port Trust must be necessarily communicated to the petitioner also.

10. The learned counsel submitted that the second respondent has independently raised the dispute with the first respondent and the petitioner was not even informed about the constitution of the Arbitral Tribunal and the dispute being referred to the Tribunal and that the petitioner came to know about the proceedings for the first time only after he received the notice from the Arbitral Tribunal. Hence the petitioner raised a preliminary objection on the jurisdiction of the Tribunal and the Tribunal had proceeded to reject the preliminary objection raised by the petitioner, mainly on the ground that no prejudice will be caused to the petitioner. The learned counsel submitted that the petitioner could not have challenged the jurisdictional issue independently and had to wait till



the final award is passed. To substantiate this submission, the learned counsel relied upon the judgment of this Court in the case of ***Abhibus Services India Pvt.Limited and others v. Pallavan Transport Consultancies Services Ltd. represented by its Managing Director and others***, reported in **2022 SCC OnLine Mad 796**. The learned counsel also relied upon the judgment of the Apex Court in the case of ***Deep Industries Limited v. Oil and Natural Gas Corporation Limited and another***, reported in **(2020) 15 SCC 706** and in the case of ***Bhaven Construction through Authorised Signatory Premjibhai K.Shah v. Executive Engineer, Sardar Sarovar Narmada Nigam Limited and another***, reported in **(2022) 1 SCC 75**.

11. Per contra, the learned counsel for first respondent submitted that as per the agreement dated 15.05.2006 that was entered into by the first respondent with the joint venture partners, it is the second respondent, who was shown as the contractor. The petitioner was only recognised as a joint venture partner. Therefore, the dispute pertained to the joint venture and the same was contested by the second respondent and the petitioner was made as a party in the proceedings and his claim was also considered by the Tribunal and was rejected. Hence, it was contended that the petitioner has to necessarily question the award only on merits and there is no ground to interfere with the finding of the Tribunal with regard to its jurisdiction. The learned counsel also brought to the notice of this Court the earlier order passed by this Court on 29.02.2024, where



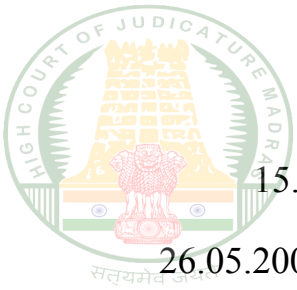
the preliminary objection was answered against the petitioner.

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12. The learned counsel for second respondent submitted that the Arbitral Tribunal ultimately granted the claim made towards work done and even though the first respondent had challenged the same by filing O.P.No.116 of 2011, the amount was ultimately paid. The learned counsel further submitted that the second respondent was the contractor under the agreement dated 15.05.2006 and was the lead partner under the MOU dated 26.05.2005, and if at all there is any claim made on behalf of the petitioner, it can be done only on behalf of the joint venture. Since the same has been considered by the Tribunal and an award has been passed, which has become final insofar as the first respondent is concerned, any remand made by this Court should not revive the earlier claim that was awarded by the Tribunal.

13. This Court has carefully considered the submissions made by the learned counsel for the parties and the materials available on record.

14. There are no serious disputes on the facts that are necessary in order to decide the preliminary issue that was raised on the side of the petitioner touching upon the jurisdiction of the Arbitral Tribunal in dealing with the objections raised by the petitioner.



15. The petitioner and the second respondent entered into a MOU dated 26.05.2005. The parties entered into the MOU for the purpose of submitting tender for the work of construction called for by the first respondent. The parties, namely, the petitioner and the second respondent entered into a joint venture agreement, whereby they agreed to form a consortium solely for the performance of the project awarded by the Chennai Port Trust. It was done only with the intent of effectively utilising the expertise and resources for executing their respective scope of work. It was made clear that each party will be solely responsible for their scope of work and each of them will indemnify the other party from any damage or loss arising out of or in relation to the performance of its total scope of work for the project under the agreement. Each party will also be responsible for the profit/loss arising out of the work. As per this agreement, the second respondent will be the lead partner and he will act on behalf of the joint venture. However, clause 3 makes it clear that even the second respondent will do so only in consultation with the petitioner. It is also clear that the correspondence received from the Chennai Port Trust by the second respondent will also be communicated to the petitioner. Thus, the petitioner is not a sleeping partner and the petitioner had an effective role to play in the joint venture agreement.

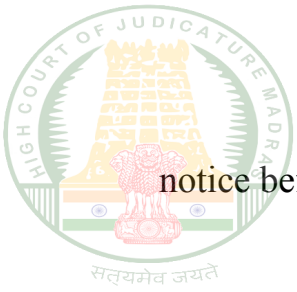
16. It is not in dispute that the second respondent raised the dispute as against the first respondent and at this point of time, the petitioner was nowhere



in the picture. The second respondent seems to have suggested an Arbitrator and the first respondent had suggested another Arbitrator and both of them had chosen the presiding Arbitrator. Even at this stage, the petitioner was not in the scene. During the arbitration proceedings, the petitioner was added as the second respondent. The Tribunal issued notice to the petitioner and only on receipt of the notice, the petitioner came to know that the dispute has been referred to the Arbitrator. In view of the same, the petitioner raised preliminary objection on the very jurisdiction of the Arbitral Tribunal to deal with the dispute insofar as the petitioner is concerned, since the Tribunal was not constituted with the consent of the petitioner or at least after issuing notice to the petitioner.

17. The Arbitral Tribunal, after commencement of its proceedings, found that the claims and rights of the petitioner and the second respondent are closely interconnected and therefore, no prejudice will be caused to the petitioner if the claims are considered and liberty was granted to the petitioner to raise all the objections and counter claims.

18. It is clear from the above that the Arbitral Tribunal did not really go into the crux of the issue as to whether they had the jurisdiction to deal with the claim made by the petitioner, since the appointment of the Arbitral Tribunal did not have the concurrence of the petitioner and the petitioner was not put on



notice before the Tribunal was constituted.

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19. The scope of Section 16 of the Act was dealt with by the Apex Court in *Deep Industries Limited* referred supra. Paragraph-22, which will have relevance in this case, is extracted hereunder:-

“22. One other feature of this case is of some importance. As stated hereinabove, on 9-5-2018, a section 16 application had been dismissed by the learned arbitrator in which substantially the same contention which found favour with the High Court was taken up. The drill of Section 16 of the Act is that where a Section 16 application is dismissed, no appeal is provided and the challenge to the Section 16 application being dismissed must await the passing of a final award at which stage it may be raised under Section 34. What the High Court has done in the present case is to invert this statutory scheme by going into exactly the same matter as was gone into by the arbitrator in the Section 16 application, and then decided that the two year ban was no part of the notice for arbitration issued on 02.11.2017, a finding which is directly contrary to the finding of the learned arbitrator dismissing the Section 16 application. For this reason alone, the judgment under appeal needs to be set aside. Even otherwise, as has been correctly pointed out by Mr. Rohatgi, the judgment under appeal goes into the merits of the case and states that the action of putting the Contractor and his Directors “on holiday” is not a consequence of the termination of the agreement. This is wholly incorrect as it is only because of the



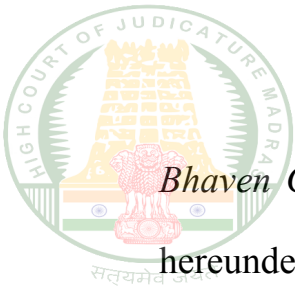
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termination that the show cause notice dated 18-10-2017 proposing to impose a two year ban/blacklisting was sent. Even otherwise, entering into the general thicket of disputes between the parties does not behove a court exercising jurisdiction under Article 227, where only jurisdictional errors can be corrected. Therefore to state that the ban order was passed under a General Contract Manual and not Clause 18 of the Agreement, besides being incorrect, would also be incorrect for the reason that the General Contract Manual does not mean that such order was issued as an administrative order invoking the executive power, but was only as an order which emanated from the contract itself. Further to state that “serious disputes” as to jurisdiction seem to have cropped up is not the same thing as saying that the Arbitral Tribunal lacked inherent jurisdiction in going into and deciding the Section 17 application. In point of fact, the Arbitral Tribunal was well within its jurisdiction in referring to the contract and the ban order and then applying the law and finally issuing the stay order. Even if it be accepted that the principle laid down by Section 41(e) of the Specific Relief Act was infringed, in that damages could have been granted, as a result of which an injunction ought not to have been issued, is a mere error of law and not an error of jurisdiction, much less an error of inherent jurisdiction going to the root of the matter. Therefore, even otherwise, the High Court judgment cannot be sustained and is set aside.”

20. The above judgment was thereafter reiterated by the Apex Court in



Bhaven Construction referred supra and the relevant paragraphs are extracted hereunder:-

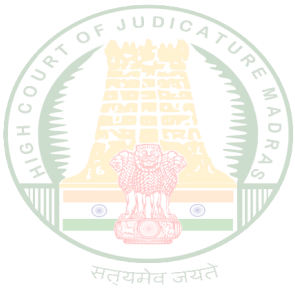
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“23. Respondent 1 did not take legal recourse against the appointment of the sole arbitrator, and rather submitted themselves before the tribunal to adjudicate on the jurisdiction issue as well as on the merits. In this situation, Respondent 1 has to endure the natural consequences of submitting themselves to the jurisdiction of the sole arbitrator, which can be challenged, through an application under Section 34. It may be noted that in the present case, the award has already been passed during the pendency of this appeal, and Respondent 1 has already preferred a challenge under Section 34 to the same. Respondent 1 has not been able to show any exceptional circumstance, which mandates the exercise of jurisdiction under Articles 226 and 227 of the Constitution.

26. It must be noted that Section 16 of the Arbitration Act, necessarily mandates that the issue of jurisdiction must be dealt first by the tribunal, before the court examines the same under Section 34. Respondent 1 is therefore not left remediless, and has statutorily been provided a chance of appeal. In *Deep Industries case*⁷, this Court observed as follows: (SCC p.718, para 22)

“22. One other feature of this case is of some importance. As stated hereinabove, on 9-5-2018, a section 16 application had been dismissed by the learned arbitrator in which substantially the same contention which found favour with the High Court was taken up. *The drill of Section 16 of the Act is that where a*

⁷ *Deep Industries Ltd. v. ONGC*, (2020) 15 SCC 706



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Section 16 application is dismissed, no appeal is provided and the challenge to the Section 16 application being dismissed must await the passing of a final award at which stage it may be raised under Section 34.”

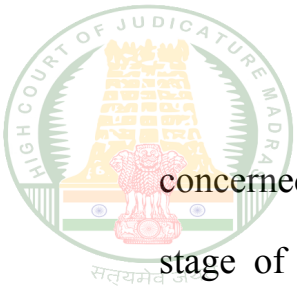
(emphasis supplied)

21. It is clear from the above that as against the order passed by the Tribunal while determining its jurisdiction under Section 16, no appellate remedy is available to a party and it has to be necessarily challenged along with the final award under Section 34 of the Act.

22. It is not a case where the petitioner submitted himself to the arbitration proceedings. The petitioner, in fact, raised a preliminary objection on the jurisdiction of the Tribunal, since the petitioner never had an opportunity to express his consent for the appointment of the Arbitral Tribunal.

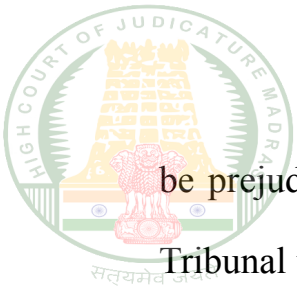
23. This Court, on an earlier occasion, passed an order on 29.02.2024 holding that the preliminary objection raised by the petitioner is not sustainable, since the petitioner has participated in the proceedings. Accordingly, this Court directed both sides to address the case on merits.

24. When the earlier order was passed on 29.02.2024, the learned single Judge had rendered a prima facie finding. That apart, insofar as the petitioner is



concerned, the arbitration proceedings themselves did not commence from the stage of Section 21 of the Act. The appointment of Arbitrator was not in accordance with Section 11(6), since the petitioner was not a party when the Arbitrator was appointed based on the Arbitrator suggested by the first respondent and the second respondent, pursuant to which the Arbitral Tribunal was constituted. Hence, this Tribunal cannot be thrust upon the petitioner, who never had an opportunity to consent for the formation of such a Tribunal. Thus, insofar as the petitioner is concerned, the arbitration proceedings did not commence at the stage of Section 21 and the petitioner was also not aware of the constitution of the Arbitral Tribunal and that the petitioner came to know about the constitution of the Tribunal only after receiving the notice from the Tribunal. In view of the above, the order passed by this Court on 29.02.2024 on the preliminary objection raised by the petitioner, will not bind the Court when Section 34 petition is taken up for hearing finally. In any case, this Court did not take into consideration the fact that the mandatory procedure under the Act has not been complied with before the Arbitral Tribunal was constituted, insofar as the petitioner is concerned.

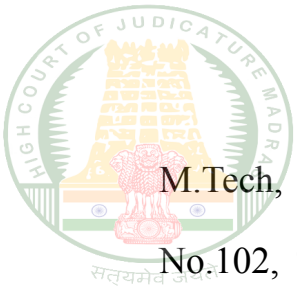
25. The Tribunal did not go into this issue and the Tribunal straight-away went into the issue of prejudice. The issue of prejudice will not really matter when it touches upon the very jurisdiction of the Tribunal to conduct the proceedings insofar as the petitioner is concerned. Whether the petitioner will



be prejudiced or not becomes irrelevant, when the constitution of the Arbitral Tribunal was not done with the consent of the petitioner. As already held by this Court, even though the second respondent is the lead partner under the joint venture, the petitioner certainly had a role to play in terms of consulting him in writing and informing him about any correspondence made with the Chennai Port Trust. If that is not done and the petitioner is kept in dark and ultimately one fine day, the petitioner is asked to appear before the Arbitral Tribunal and the petitioner has not consented or has voluntarily surrendered to the jurisdiction of the Arbitral Tribunal, the test of prejudice can never be applied and the preliminary objection raised by the petitioner cannot be overruled.

26. In the light of the above discussion, this Court is of the view that the award passed by the Arbitral Tribunal insofar as the petitioner is concerned, is non est in the eye of law, since the Arbitral Tribunal lacked jurisdiction. To that extent, the award passed by the Tribunal has to be set aside.

27. Even though the claim made by the petitioner will be considered if the matter is sent back to the Tribunal, it goes without saying that the petitioner will be acting on behalf of the joint venture. It is at this point of time, the learned counsel appearing on either side submitted that a sole Arbitrator can be appointed by this Court and the dispute can be referred to the Arbitrator to be decided as expeditiously as possible. Accordingly, Mr.G.Pandurangarao,



M.Tech, Retd.Additional Chief Engineer, Chennai Port Trust, residing at No.102, Sri Nandini Towers, Vijayanagar Colony, Patamota, Vijayawada 520

007 (Phone:77027 20190) (email: geepeerao7546@gail.com) is appointed as the sole Arbitrator in this case. The Arbitrator is requested to adjudicate the arbitral dispute 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. Considering the fact that the dispute has been going on for nearly two decades, the sole Arbitrator is requested to complete the proceedings and pass an award as expeditiously as possible and preferably within a period of six months from the date of receipt of a copy of this order. The Arbitrator is entitled to fix his own fees, which will be equally shared by the petitioner and the second respondent.

28. The original petition stands allowed in the above terms. There shall be no order as to costs.

23-10-2025

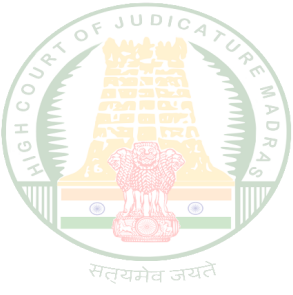
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Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

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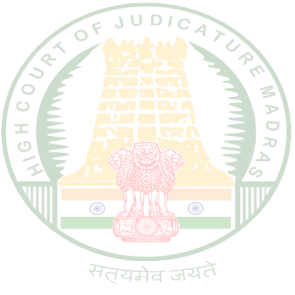


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To

1. The Chief Engineer
Board of Trustees of the Port of
Chennai,
(Body Corporate Under Major Port
Trusts Act, 1963), Rajaji Salai,
Chennai-600 001

2. Mr.G.Pandurangarao, M.Tech.,
Retd.Additional Chief Engineer,
Chennai Port Trust,
No.102, Sri Nandini Towers,
Vijayanagar Colony,
Patamota, Vijayawada 520 007
(Phone:77027 20190)
(email: geepeerao7546@gail.com)



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**N.ANAND
VENKATESH J.**

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