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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-06-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb O.P(COM.DIV.) No. 154 of 2026

Hindustan Oil Exploration Company Ltd.,
Represented by its Authorized Signatory,
Mr.Alok Nath,
Having its registered office at HOEC House,
Tandalja Road, Vadodara, India.

And Corporate Office at
Lakshmi Chambers, 192,
St.Mary's Road, Alwarpet,
Chennai - 600 018.

..Petitioner(s)

Vs

Sanron Energy Private Limited
Having its registered address at
Supath-2, Near Old Wadaj Bus Stand,
Old Wadaj, Ahmedabad - 380 013.

also Office Address at
606-608, Shapath 5,
Near Karnavati Club, SG Highway,
Ahmedabad - 380 015.

..Respondent(s)

PRAYER:- This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to Appoint an Arbitrator as the Hon'ble Court may deem fit and proper, in order to resolve the dispute that has arisen between the Parties, under the Agreement dated 23.03.2024, in accordance with the Arbitration and Conciliation Act, 1996.

For Petitioner(s):

Ms.Arthi Fernendes



For Respondent(s): Mr.Akshat Khare

ORDER

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This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to “the Act”) to Appoint an Arbitrator as the Hon’ble Court may deem fit and proper, in order to resolve the dispute that has arisen between the Parties, under the Agreement dated 23.03.2024, in accordance with the Act.

2. Heard both sides.

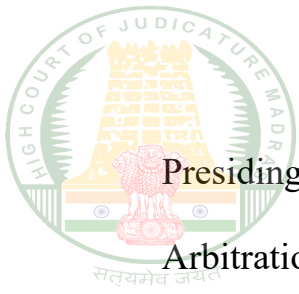
3. Learned counsel appearing for the petitioner would submit that the parties have entered into an agreement for supplies of gas and purchases. A issues had evolved which remained unresolved, the petitioner had invoke Section 21 of the Act. By issuance of notice on 25.06.2025, in response to the said notice, the respondent had admitted to unresolve the dispute between the parties without admitting to the jurisdiction of the arbitral Tribunal for the alleged invoices had sought for arbitration at a neutral venue and the same was not accepted to by the petitioner. Hence, had approached this Court in view of the Clause of arbitration and invocation of the same. Learned counsel for the petitioner seeks this Court to appoint an Arbitrator in accordance with the agreement.



4. Countering her arguments, learned counsel appearing for the respondent would submit that the issue that is sought to be resolved by the petitioner through arbitration is beyond the scope of agreement and that the supplies of which the disputes had arisen does not fall within the said agreement of supply and purchase. He would submit that certain supplies had been made at a higher rate outside the scope of the agreement entered between the parties and which is sought to be brought within the fold of arbitrability under the agreement. Hence, he would submit that the present petition is without merits and is liable to be rejected. He would further submit that if this Court is inclined to appoint an Arbitrator, then the same should be conducted at a neutral venue.

5. I have considered the submissions made by the learned counsels appearing on either side and perused the materials available on records.

6. The primordial contention of the learned counsel appearing for the respondent is that the issue that is sought to be resolved through Arbitrator is beyond the scope of the agreement. On the other hand, the learned counsel appearing for the petitioner had contended that there are disputes of non-payment of supplies made under the agreement. This Court is of the view that the same could also be resolved by an Arbitrator under the Clause of Dispute Resolution, the Arbitral Tribunal shall be constituted by each of the party appointing an Arbitrator and the learned Arbitrator shall appoint/ nominate a

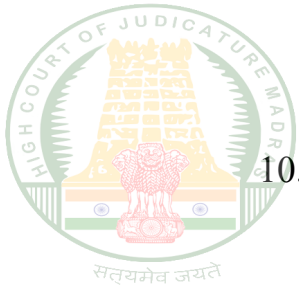


Presiding Arbitrator/ third Arbitrator, on failure of the Provisions of the Arbitration and Conciliation Act, 1996, was sought to be applied. The venue of arbitration unless or otherwise the parties agree was to be at Chennai and in the present case, there is disagreement with regard to the venue of Arbitration.

7. In response to Section 21 notice, accepting to the venue, the respondent had also agreed for appointment of a sole Arbitrator. Further considering the quantum of claims that is involved between the parties, this Court is also of the view that a sole Arbitrator who shall be a retired Judge of this Court could be appointed to resolve the disputes between the parties.

8. Accordingly, ***Hon'ble Ms.R.N.Manjula, Former Judge of Madras High Court, (Mobile No.9940790290)*** having Office at ***Juris and Nova chambers, 4th Floor, Leelavathy Building, 69, Armenian Street, Mannadi, Goerge Town, Chennai – 600 001,*** is appointed as Sole Arbitrator to enter upon the reference and resolve the disputes between the petitioner and the respondent.

9. The learned Sole Arbitrator is entitled to fix her fees . This Court further requests the learned Sole Arbitrator to endeavour to decide the dispute as expeditiously as possible.



10. Accordingly, this Arbitration Original Petition is ordered. No costs.

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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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K.KUMARESH BABU, J.

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