



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-07-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb O.P(COM.DIV.) Nos. 216 & 217 of 2026

M/s.Black Gold International Pvt. Ltd.,
Rep by its Director,
Mr.Praveen Kumar Kumat,
Having registered office at
No.42/937, Fourth Floor, 4-Gangadeeswar Koil
Street,
Purasawalkam, Chennai - 600 084.

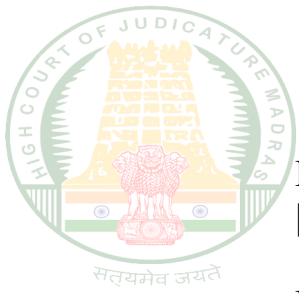
..Petitioner in both
petitions

Vs

1. Jeevaka Netting Udyog (Sponge Iron Division)
Rep. by its Partners,
Mr.Jitendran Agarwal and Mr.Aman Agarwal
2. Jitendran Agarwal
Partner - M/s.Jeevaka Netting Udyog,
3. Aman Agarwal
Partner - M/s.Jeevaka Netting Udyog,
Sy.No.63 to 66, Halavarthy Village,
Koppai Taluk and District,
Karnataka - 583 231.

..Respondents in both
petitions

COMMON PRAYER: Arbitration Original Petitions filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to adjudicate all disputes between the Petitioner and Respondents under the Sale and Purchase Agreement Nos.BGT/Q/LC24/10/0001 dated 01.10.2024 and BGT/Q/LC24/10/0011 dated 19.10.2024 respectively.



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For Petitioner : Ms.Tanya Kapoor
[in both petitions] for M/s.TNR LEGAL

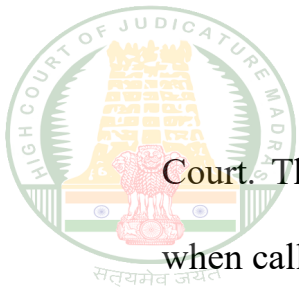
For Respondents : No appearance
[in both petitions]

COMMON ORDER

These arbitration original petitions have been filed to appoint a Sole Arbitrator to adjudicate all disputes between the petitioner and the respondents under the Sale and Purchase Agreement Nos.BGT/Q/LC24/10/0001 dated 01.10.2024 and BGT/Q/LC24/10/0011 dated 19.10.2024 respectively.

2. Heard Ms.Tanya Kapoor, learned counsel for the petitioner in both petitions.

3. Notice was directed to be served by this Court on 17.03.2026. Pursuant to this, an affidavit of service has been filed, enclosing the acknowledgment card proving due service of notice on the respondents in these arbitration petitions. After the private notice was served, the parties entered into terms of settlement and executed a joint memo of compromise among themselves. A perusal of the same indicates that the respondents were aware of the proceedings before this Court in the instant arbitration proceedings; this is evidenced by the said memo of compromise, wherein the present arbitration OPs had been recorded. Despite this, the respondents failed to appear before this



Court. The names of the respondents were also printed in the cause list, and when called, they were absent; hence, they were set ex-parte.

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4. In such view of the matter, this Court further finds that, in the agreement between the parties, there is a clause for arbitration fixing the venue at Chennai. In that regard, a notice under Section 21 had been issued by the petitioner, to which a reply was sent by the respondents declining to accept the nomination of the Arbitrator made by the petitioner. Hence, this Court finds no impediment in ordering the petitions as prayed for. Considering the similarity of the parties and the disputes in both petitions, this Court appoints Mr.K.S.Gowthaman, Advocate, having Office at New No.6, Old No.11, 3rd Floor, Francis Joseph Street, Parrys, Chennai – 600 001 [Mob.No.90943 72394] [email id: gowthamdesk@gmail.com] as the Arbitrator to enter upon the dispute between the petitioner and the respondents.

5. The learned Sole Arbitrator is entitled to fix his fees as per Schedule IV to the Act. This Court further requests the learned Sole Arbitrator to endeavour to decide the dispute as expeditiously as possible.

15-07-2026

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



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K.KUMARESH BABU J.

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