



Arb.O.P.(Com.Div.) No.795 of 2025

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED: 16.02.2026**

**CORAM**

**THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH**

**Arb.O.P.(Com.Div.) No.795 of 2025**

M/s.Ramanathan Software Private Limited,  
Registered Office : IndiQube Ascent,  
Municipal No.420,  
PID No.68-6-420 IV Block,  
100 Feet Road, Koramangala,  
Bengaluru, Karnataka, India, 560 034.  
CIN No.U72300KA2007PTC075415  
(Formerly known as Meddiff Technologies Pvt. Ltd.),  
Through its authorized Ms.Varuni Sehgal,  
Authorized vide Resolution dated 04/07/2025 .... Petitioner  
Vs.

Tamil Nadu Medical Services Corporation Limited,  
A Govt. of Tamil Nadu Undertaking,  
No.417, Pantheon Road, IInd Floor,  
Egmore, Chennai – 600 008.  
GSTIN: 33AAACT3400E1Z4  
E-mail:[enquiry@tnmsc.com](mailto:enquiry@tnmsc.com);  
[accounts.tnmsc@tn.gov.in](mailto:accounts.tnmsc@tn.gov.in);  
[gmeqpt.tnmsc@tn.gov.in](mailto:gmeqpt.tnmsc@tn.gov.in); and  
[maintenance.tnmsc@tn.gov.in](mailto:maintenance.tnmsc@tn.gov.in) .... Respondent

**PRAYER**

Arbitration Original Petition (Commercial Division) filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking to appoint a Sole Arbitrator to adjudicate the claims of the petitioner in accordance with the Arbitration and Conciliation Act, 1996 as amended, in the interest of justice, by exercising the jurisdiction and power under Section 11(4)(a) of the Arbitration and Conciliation Act, 1996.



Arb.O.P.(Com.Div.) No.795 of 2025

For Petitioner : Mr.Vikas Deep

For Respondent : No appearance  
Mr.Shivakumar & Suresh

\*\*\*\*\*

### **ORDER**

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as 'the Act'] to appoint an arbitrator to resolve the dispute arising out of the Tender dated 01.03.2011.

2. When the matter came up for hearing on 15.12.2025, this Court passed the following order:

“This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as 'the Act'] to appoint an arbitrator to resolve the dispute arising out of the Tender dated 01.03.2011.

2. The Tender provides for referring the dispute for Arbitration under Clause 14 and the same is extracted hereunder:-

***“14.Resolution of Disputes (GCC Clause 27)***

*Add as GCC Clauses 27.3 and 27.4 the following:*

*27.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:*

*(a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the Purchaser and the Supplier. The third*



*Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).*

*27.4 The venue of arbitration shall be the place from where the Contract is issued (ie.) Chennai.”*

3. The trigger notice under Section 21 of the Act was issued on 10.06.2025 and the same has also been received by the respondents. Since there was no response, the present petition has been filed before this Court.

4. Notice to respondents returnable by 27.01.2026. Private notice is also permitted.

Post this petition for hearing on 27.01.2026.”

3. After service of notice, the matter was listed for hearing on 02.02.2026 and the following order came to be passed by this Court:

“When the matter was taken up for hearing today, the learned counsel for the petitioner submitted that after the filing of the petition, the respondent settled a sum of Rs.95 Lakhs. There is a balance amount of Rs.10 Lakhs (approximately) including the interest and other charges, due and payable by the respondent.

2. There is no representation for the respondent. Hence, this Court is inclined to adjourn this case for two weeks. If there is no settlement between the parties, the matter can be referred to the Sole Arbitrator, insofar as the disputed claim is concerned.

3. Post on 16.02.2026.”

4. There was no representation for the respondent during the previous hearing and even in the present hearing, there is no



Arb.O.P.(Com.Div.) No.795 of 2025

**N.ANAND VENKATESH, J.**

gm

WEB COPY

representation. This Court finds that there is a valid agreement between the parties and the agreement contains an arbitration clause.

5. In view of the above, this Court appoints Mr.B.Vijay, Advocate, 2nd Floor, Canara Bank Building, Angappan Naicken Street, Parrys, Chennai - 600 001 [Mobile No.98404 45527] as the sole Arbitrator and the Sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this petition is disposed of.

**16.02.2026**

Index:yes/no  
Speaking Order/Non-speaking order  
NCC:yes/no  
gm

**Arb.O.P.(Com.Div.) No.795 of 2025**