



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-07-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb O.P(COM.DIV.) No. 808 of 2025

Aviagen India Poultry Breeding
Company Private Limited,
Represented by
Bijender Kumar Rithaliya - Head of Finance and
Company Secretary,
Elayamuthur, Gandhinagar,
Udumalpet TK, Tiruppur,
Tamil Nadu - 642154.

..Petitioner(s)

Vs

Primal Feeds and Farms LLP
Represented by
Mr.Manoj Remineni Kumar,
Partner,
No.998, 3rd Cross Road,
HRBH Layout, Kalyan Nagar,
Bangalore, Karnataka - 560 043.

Also at
Primal Feeds and Farms LLP,
Represented by Mr.Manoj Remineni Kumar,
Partner,
No.4C-315, Hall Mark, 3rd Floor,
Bangalore,
Karnataka - 560 043.

..Respondent(s)

PRAYER:- Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996

i) To Appoint a Sole Arbitrator in terms of Clause 18 of the Terms and Conditions of Sale forming part of the invoice No.11 dated 08.07.2019 to resolve the disputes between parties,



in accordance with the Arbitration and Conciliation Act, 1996.

ii) Direct the Respondent to pay the Petitioner, cost of the Petition.

For Petitioner(s): Ms.Amudhini Anbarasu
for Mr.Muthuchharan Sundresh

For Respondent(s): No appearance

ORDER

This Arbitration Original Petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate the differences and resolve the disputes between the petitioner and the respondent in accordance with the terms of Clause 18 of the Terms and Conditions of Sale forming part of the invoice No.11 dated 08.07.2019.

2. Heard Ms.Amudhini Anbarasu, learned counsel for Mr.Muthuchharan Sundresh, learned counsel for the petitioner.

3. Notice has been served on the respondent through substituted service by order of this Court dated 25.06.2026. The proof of service by way of paper publication has been filed and the names of the respondent has also been printed in the cause list. However, he has not chosen to appear either in person or



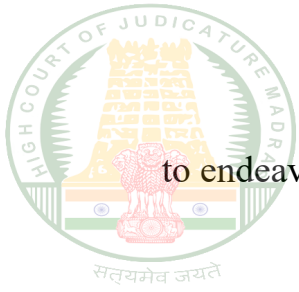
through a counsel. Hence, he is called absent and are set *ex-parte*.

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4. A notice under Section 21 of the Arbitration and Conciliation Act, 1996 has been issued by the petitioner on 30.03.2023. In spite of the same, the respondent has not chosen to respond. From a reading of the the terms of Clause 18 of the Terms and Conditions of Sale forming part of the invoice No.11 dated 08.07.2019 entered to between the petitioner and the respondent, it could be seen that the parties have agreed to resolve their disputes by appointing an Arbitrator.

5. In view of the Invoice based Financing Facility Agreement and considering the nature of claim, this Court deems it appropriate to appoint an Arbitrator. Accordingly, ***Mr.B.Manimaran, Advocate, (Mobile No.94444 40237)*** having Office at ***No.7, Kondi Street, Citizen Guest House, Room No.103, (In front of Madras High Court) Chennai – 600 001*** and also ***Plot No.72, K.K.R. Avenue, Perambur, Chennai – 600 011*** is appointed as Sole Arbitrator to enter upon the reference and resolve the disputes between the petitioner and the respondent.

6. The learned Sole Arbitrator is entitled to fix his fees as per the Schedule-IV of the Act. This Court further requests the learned Sole Arbitrator



to endeavour to decide the dispute as expeditiously as possible.

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

24-07-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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K.KUMARESH BABU, J.

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