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Arb.O.P.(Comm.Div.) No.385 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.10.2022

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

Arb.O.P.(Comm.Div.) No.385 of 2022

M/s.Compass Engineering
Having Office at
No.102, 8-2-603/23/9/10,
Banjara Hils, Hyderabad - 34
Represented by its Managing Partner
Mr.Chandrakanth Reddy

... Petitioner

VS.

M/s.I.K.Building Solutions,
Having address at
Sy.No.94/2A, Kaganur Village,
Sevaganapally Post, Hosur Taluk,
Krishnagiri District, Tamil Nadu
Represented by its Manager
Mr.Afroz Khan

... Respondent

PRAYER: Arbitration Original Petition filed under Section 11(6) of the
Arbitration and Conciliation Act, 1996, pleased to appoint a sole arbitrator



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to resolve the disputes between the parties herein with respect to the 'Supply Contract Agreement' dated 02.12.2020 read with Purchase Order dated 02.12.2020.

For Petitioner : Mr.P.R.Raman, Senior Advocate
for Mr.C.Seethapathy

For Respondent : Ms.Anbarasi Rajendran
for M/s.AAV Partners

ORDER

The petitioner seeks constitution of an arbitral tribunal to resolve the dispute arising out of the Supply Contract between the petitioner and the respondent. The petitioner refers to and relies upon clause (f) of Section 10 of the Agreement, which contains the dispute resolution clause, and reads as under:

*"(f) Governing Law, Arbitration & Dispute Resolution:
This agreement shall be construed and enforced in
accordance with and under the laws of the Government of*



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India. Both parties agree that in case of any difference or dispute arising between the SELLER and the BUYER will be resolved by mutual discussions and agreement. However, unresolved issues, if any, will be settled by arbitration as per the Indian Arbitration and Conciliation Act, and the venue of the arbitration, will be Hosur, Tamil Nadu, India."

After issuing a notice dated 22.03.2022 under Section 21 of the Arbitration and Conciliation Act, 1996 (the Arbitration Act), the present petition is filed.

2. Learned counsel for the respondent is present. On instructions, she submits that the claims made by the petitioner are denied on multiple grounds. Without prejudice, the respondent agrees to the reference of the dispute to arbitration.

3. Both parties agree that the contract executed by them contains an arbitration clause. A Section 21 notice was issued and the said notice was replied to upon receipt by denying the claims made therein. In these circumstances, the petitioner is entitled to succeed.



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4. Consequently, Arb.O.P.(Comm.Div.) No.385 of 2022 is allowed by appointing Mr.Rohan K.George, Advocate, No.24, East Club Road, Shenoy Nagar, Chennai - 30 (Mobile No.9710286750) as the sole arbitrator. The sole arbitrator is requested to enter upon reference and adjudicate the dispute. The fees and expenses in relation to the arbitral proceedings may be decided in consultation with the parties.

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Index : Yes / No

Internet : Yes / No



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