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ARB.O.P.(Com.Div) No.267 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.09.2023

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com.Div) No.267 of 2023

Same Deutz Fahr India Private Limited,
Rep. by Mr.P. Ramesh,
No.72/72M/73-77, SIPCOT Industrial Complex,
Ranipet – 632 403, Tamil Nadu ... Petitioner

Vs.

M/s.Padgilwar Agro Products Pvt. Ltd.,
Now known as Aryan Agro Products Private Limited)
New Bypass Road, Shiver, Akola,
Dist. - Akola, Pin Code – 444 104
Maharashtra.

Also at
Mangaldas Market, Opp. Buldhana Urban Bank,
(Now known as Aryan Agro Products Private Limited)
Akola Taluk, District – Akola,
Pin Code – 444 001,
Maharashtra. ... Respondent

[R2 to R5 are removed from the array of party respondents by the order of this Court dated 11.08.2023]

Prayer : Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to adjudicate the dispute between the petitioner and the



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respondent and to direct the respondent to pay the cost of this petition.

For Petitioner : Ms.Prapti Mehta
for M/s.Surana & Surana

For Respondent : No appearance

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, seeking for appointment of an Arbitrator by this Court.

2. The petitioner is a Manufacturer and the respondent is its Dealer. They have entered into a Dealership Agreement dated 10.01.2019 under which the respondent was appointed as its Dealer. There seems to be a dispute arising out of the same. There is an arbitration clause available in the Dealership Agreement dated 10.01.2019 which is extracted hereunder:-

“14. Miscellaneous

J. Dispute Resolution

Any and all disputes, which may arise under, out of, in connection with, or in relation to this Agreement, including those as to the application and/or interpretation of this Agreement, or the legal relations and/or mutual rights, performance and obligations of the parties hereunder, shall be resolved through negotiations by the authorised officers or representatives of the Company and the Dealer before seeking outside resolution of the dispute. Those disputes not resolved by negotiations, within



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thirty (30) days from the date of notification of the disputes, shall be resolved through arbitration by a sole arbitrator to be appointed by the Director of the Company, who may be authorised by the Board of Directors of the Company in this regard. The arbitration proceedings shall be held at Chennai in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as in force in India or any statutory modifications or reenactments thereof. The courts at Ranipet / Vellore alone shall have exclusive jurisdiction in all matters arising out of this Agreement.”

3. In accordance with the arbitration clause, the petitioner has invoked arbitration by issuing notice to the respondent on 06.02.2023. The notice on the respondent has been duly served. Despite the arbitration invocation notice, the respondent has not responded to the same. The name of the respondent is also printed in the cause list today.

4. On the last hearing date, the learned counsel who had appeared for the respondents 4 & 5 took time to get instructions as to whether he will be appearing for the only respondent. In fact, on the last hearing date, the respondents 2 to 5 were given up by the petitioner, which was also recorded by this Court and the respondents 2 to 5 were removed from the array of party



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respondents. Till date, no one has entered appearance on behalf of the only respondent.

5. Since there is an Arbitration Agreement between the petitioner and the respondent under the Dealership Agreement dated 10.01.2019 which is a subject matter of dispute and the petitioner has already invoked arbitration in accordance with the arbitration clause contained therein, by issuing notice dated 06.02.2023 and there is no consensus between the parties with regard to the name of the Arbitrator, this Court will have to necessarily appoint an Arbitrator under Section 11 of the Arbitration and Conciliation Act.

6. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for, by issuing the following directions:-

- (a) This Court appoints Mr.S.R. Sundar, Advocate, having Office at 2nd Floor, New No.271, Old No.127, Rohith Tower, Angappa Naicker Street, Chennai – 600 001, Mobile No.:9444055853, as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondent arising out of the Dealership Agreement dated 10.01.2019, on merits and in accordance with law.



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(b) The Arbitrator shall be paid his remuneration/fees in accordance with the IV Schedule of the Arbitration and Conciliation Act, 1996.

(c) Both the parties shall equally share the Arbitrator's fees.

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

01.09.2023

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

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ABDUL QUDDHOSE, J.

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