



ARB.O.P.(Com.Div) No.301 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.08.2023

CORAM:

**THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE**

Arb.O.P.(Com.Div) No.301 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.***

Madan Chakraborty,  
Proprietor, M/s.Chakraborty Enterprise,  
Bhatjangla, Palpara More,  
PO – Bhatjangla,  
NH-34, PS-Kotwali,  
Krishnagar, Dist-Nadia-741 102  
West Bengal

Also at:  
Palpara, Bhatjangla,  
Paschimhatjangla,  
Bhatjangla, Nadia, West Bengal – 741 102.

Also at:  
NH34, High Road More,  
Radharghat, Berhampore,  
Murshidabad – 742 187. ... Respondent

**Prayer :** Arbitration Original Petition (Commercial Division) filed under  
Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to



ARB.O.P.(Com.Div) No.301 of 2023

appoint a Sole Arbitrator to adjudicate the dispute between the petitioner and the 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 : Mr.R. Karthik

### **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. 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:-

#### **“J. Dispute Resolution**

*Any and all disputes, which may arise under, out of, in connection with, or in relation to this Agreement,*



WEB COPY



ARB.O.P.(Com.Div) No.301 of 2023

*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 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 23.01.2023. The same has also been acknowledged by the respondent as seen from the tracking report. Despite the arbitration invocation notice, the respondent has not responded to the same. There is also no consensus between the



ARB.O.P.(Com.Div) No.301 of 2023

parties with regard to the name of the Arbitrator. Only under those circumstances, this petition has been filed under Section 11(6) of the Arbitration and Conciliation Act.

4. The respondent has been duly served in this petition. They are also represented by a learned counsel who has no objection for appointment of an Arbitrator by this Court.

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

(a) This Court appoints Mr.Arun C. Mohan, Advocate, having Office at No.D4, III Floor, Ceebros Building, 32, Cenotaph Road, Teynampet, Chennai – 600 018, Mobile No.:9600020715, 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.



ARB.O.P.(Com.Div) No.301 of 2023

WEB COPY

(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.

**25.08.2023**

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

***Sni***



WEB COPY



ARB.O.P.(Com.Div) No.301 of 2023

**ABDUL QUDDHOSE, J.**

*Sni*

Arb.O.P.(Com.Div) No.301 of 2023

25.08.2023