



Arb.OP.(Com.div.) No.307 of 2023

Arb.O.P.(Com..Div.) No.307 of 2023

ABDUL QUDDHOSE, J.

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This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for an appointment of the Arbitrator.

2. The petitioner and the respondent had entered into a Service Provider Agreement dated 28.07.2018. There seems to be a dispute between the petitioner and the respondent arising out of the same. According to the petitioner, a sum of Rs.1.92 crores is due and payable by the respondent. But, the same is denied by the respondent as seen from their reply.

3. Admittedly, the Service Provider Agreement dated 28.07.2018 contains a valid arbitration agreement, which is extracted hereunder:-

26. ARBITRATION:

26.1. In the event of any differences or disputes arising out of the interpretation or application of the provisions of this agreement, the party having a difference/dispute shall by written notice call upon the other party to resolve such difference or disputes in a spirit of mutual understanding and cooperation. In case the parties fail to resolve the dispute within a



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period of fifteen (15) days from the date of receipt of the notice by the other party, the matter shall be resolved through arbitration as per the provision below.

26.2. All questions, disputes and differences arising under or in relation to this agreement shall be referred to arbitration of a sole Arbitrator to be appointed by MMFL as per the provisions of the Arbitration and Conciliation Act, 1996.

26.3. The Arbitration shall be conducted in english language and the venue of such arbitration shall be in the city of Chennai.”

4. The petitioner has also invoked the arbitration clause in accordance with the said agreement by sending a notice on 06.05.2023, which has also been duly acknowledged by the respondent. In the said notice, the petitioner has suggested the names of arbitrators. However, there was no consensus between the parties with regard to the name of the arbitrator. Under those circumstances, this application has been filed by the petitioner.

5. Since there is a valid arbitration agreement between the parties, necessarily this Court will have to appoint an arbitrator. Accordingly, this Court hereby appoints Mr.K.Harishankar, Advocate, having office at



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Capitale, 9th floor, No.554/555, Anna Salai, Teynampet, Chennai-18 (mobile No.9841076561), as an Arbitrator to decide the dispute between the petitioner and the respondent arising out of the Service Provider Agreement dated 28.07.2018. The Sole Arbitrator appointed by this Court shall be paid his remuneration as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996. The Arbitrator shall also pass arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.

19.07.2023

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19.07.2023