



Arb.O.P (Com.Div.) No.88 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.06.2024

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.88 of 2024

MSE Financial Services Ltd.,
Rep by its Director,
No.25, Abhiramapuram 3rd Street,
Chennai 600 018.

... Petitioner

Vs.

Writer Information Management Services,
Division of Writer Business Services Private Limited,
Rep by its Managing Director,
Writer House, CTS 1377/1388, Church Road,
Andheri Kurla Road, Marol,
Andheri (E), Mumbai 400 059.

... Respondent

[***Amended as per order dated
24.04.2024 in A.No.2322 of 2024]

Prayer:

Arbitration Original Petition filed under Section 11 of the Arbitration
and Conciliation Act, 1996 to



Arb.O.P (Com.Div.) No.88 of 2024

a) appoint the presiding Arbitrator to adjudicate the claims of the petitioner arising out of the “Service Agreement” dated 13.02.2018 entered into between the petitioner and the respondent under the Arbitration and Conciliation Act, 1996;

b) direct the respondent to pay costs of this petition to the petitioner;

For Petitioner : Mr.R.Sanjeev

For Respondent : Mr.K.Gauthamkumar

ORDER

This Arbitration Original Petition has been filed to appoint a sole Arbitrator to adjudicate the dispute between the petitioner and the respondent.

2. The learned counsel for the petitioner would submit that the petitioner and the respondent had entered into Service Agreement dated 13.02.2018. Subsequent to the said agreement, the dispute arose between the parties with regard to the storage and management services provided by the respondent to the petitioner. Therefore, the petitioner sent a notice invoking Arbitration in terms of the Clause 12 of the Service Agreement.



WEB COPY

3. Further, he would submit that the present dispute, which is arising out of the Service Agreement dated 13.02.2018, is arbitrable in terms of Clause 12 of the said Service Agreement and thus, this petition has been filed for appointment of Arbitrator. That apart, though the said Clause provides for appointment of a panel of 3 Arbitrators, he requested this Court to appoint a sole Arbitrator.

4. In reply, the learned counsel for the respondent had also accepted the submission made by the learned counsel for the petitioner and requests this Court to appoint a sole Arbitrator.

5. Heard the learned counsel for the petitioner and the respondent and also perused the materials available on record.

6. In the present case, it appears that the dispute between the parties is arising out of the Service Agreement dated 13.02.2018. Upon perusal of the said agreement, it is clear that the dispute among the parties shall be



resolved by virtue of Arbitration as per the Clause 12 of the said Agreement,

which reads as follows:

“12. ARBITRATION

12.1 With regards to any dispute related to this agreement, the parties shall first attempt to resolve the dispute or alleged breach internally by escalating it through management and prior to pursuing litigation, use a mutually acceptable alternative dispute resolution process.

12.2. All disputes and differences and claims and questions whatsoever which shall either during the continuance of the agreement or afterwards either between the parties hereto or their respective representatives touching these present of the construction or application thereof, or any clause or thing therein contained, or any account or liability between the parties hereto or as to any act, deed or omission of any hereto in any way relating to these present shall be referred to arbitration of two Arbitrators. One to be appointed by each party and the 3rd Arbitrator/umpire to be appointed by the mutual consent of the two arbitrators so appointed by the parties. Such arbitration shall be in accordance with and subject to the provision of the Arbitration and the Conciliation Act, 1996



WEB COPY



Arb.O.P (Com.Div.) No.88 of 2024

or any statutory modifications or pre-enactment thereof for their time being in force;

12.3 All such arbitration proceeding shall be held and conducted in Chennai.

7. Considering the submissions made by the learned counsel for the petitioner and the respondent and also in view of the fact that the dispute between the petitioner and the respondent squarely falls within the purview of clause 12 of the Service Agreement dated 13.02.2018, this Court is inclined to appoint a sole Arbitrator.

8. Accordingly, this Court feels it appropriate to pass the following order:

i) Mr.M.Arunachalam, Advocate, residing at Shri Venkatesh Bhavan, 3rd Floor, Old No.35, New No.71, Armenian Street, Chennai 600 001, Mobile No.99406 54596, is appointed as sole arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties.

ii) The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period



Arb.O.P (Com.Div.) No.88 of 2024

of six months from the date of receipt of the Order. The learned Arbitrator is also directed to decide the matter without influenced by the observations made by this Court in the present order.

iii) The learned Sole Arbitrator appointed herein shall be paid fees and other incidental charges, as per Schedule IV of the Act and the same shall be borne by the parties equally. In the event of non-appearance of the respondent, the petitioner shall bear the entire remuneration and other expenses and thereafter, the petitioner can recover the same directly from the respondent and vice versa.

9. This Arbitration Original Petition is ordered accordingly, leaving the parties to bear their own costs. Since this Court has appointed an Arbitrator, it is open to the petitioner as well as the respondent to seek other reliefs under the provisions of Arbitration and Conciliation Act 1996 before the Arbitrator.

10.06.2024

Speaking/Non-speaking order

Index : Yes / No

Neutral Citation: Yes / No

nsa

6/7



WEB COPY



Arb.O.P (Com.Div.) No.88 of 2024

KRISHNAN RAMASAMY.J.,
nsa

Arb.O.P (Com.Div.)No.88 of 2024

10.06.2024