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Arb.O.P (Com.Div.) No.154 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.08.2024

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.154 of 2024

GWC India Insurance Broking Private Limited,
Represented by its Authorised Signatory,
Mr. Mr. M Sheik Sadique,
working as Manager, Legal,
Having its registered office at:
Ground floor, No.9, Old No. 4/9,
Mashallah Building,
Bheema Sena Garden Street,
Mylapore, Chennai - 600004.

Also at:

Flat No. GB, Ground Floor,
Bhageeratha Residency,
No. 124, Marshalls Road,
Egmore, Chennai-600008

... Petitioner

Vs.

Matvik Solutions Private Limited,
Represented by its CEO & Founder Mr. Mathubalan,
Registered office at:
Flat No. F3, Block D, TS No.37/1

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Manimegalai Street Extn,
Tambaram East,
Chennai-600059 Tamil Nadu

Also having office at:
No. 7B, Anna Salai Extn,
Mahalakshmi Nagar,
Tambaram,
Chennai-600 059.

... Respondent

Prayer:

Arbitration Original Petition filed under Section 11(3) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to decide the disputes and differences between the petitioner and the respondent in respect of Master Service Agreement dated 05.07.2024.

For Petitioners : Ms.Sachin Priya Daniel
for M/s.King Stubb & Kasiva

For Respondent : Mr.M.Hariharan

ORDER

This Arbitration Original Petition has been filed under Section 11(3) of the Arbitration and Conciliation Act, 1996 (hereinafter called as “the



Act”) to appoint an Arbitrator to adjudicate the dispute between the petitioner and the respondent.

2. The learned counsel for the petitioner would submit that the parties had entered into Master Service Agreement dated 05.07.2022. Subsequent to the Agreement there was a dispute between the parties with regard to the payment of amount and the said Agreement was also terminated vide notice dated 17.10.2023. Thereafter, the petitioner sent a notice dated 23.11.2023, under Section 21 of the Act, invoking Arbitration in terms of the Clause 13.2 of the said Agreement. However, no consensus was arrived at between the parties. Hence, this petition has been filed.

3. In reply, the learned counsel for the respondent has accepted the submissions made by the petitioner and submit that he has no objection for appointment of an Arbitrator to adjudicate the dispute between the parties.

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



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5. In the present case, it appears that the dispute between the parties is arising out of the Master Service Agreement dated 05.07.2022. Upon perusal of the Agreement, it is clear that the dispute among the parties can be resolved by virtue of Arbitration as per Clause 13.2 of the said Agreement, which reads as follows:

“13.2 Arbitration: In the event of any controversy, difference or dispute arising out of or in the interpretation of any of the terms and conditions of this Agreement or on breach by either party, the non-breaching party shall bring the said reasons to the notice of the breaching party and shall amicably try to settle any such issues within thirty (30) days of such notice. In the event of the parties failure to reach an amicable settlement as mentioned herein, all unresolved, controversies, disputes or differences whatsoever arising between the parties regarding this agreement shall be referred to and finally resolved by arbitration under the Arbitration and conciliation Act, 1996 Rules ("Rules") which rules are deemed to be incorporated by reference into this clause. The arbitration shall be



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conducted by a sole arbitrator appointed by the Parties by mutual consent and in case of no consent within 30 days of an arbitrator being proposed by one of the parties, the sole arbitrator shall be appointed by the COMPANY in accordance with the Rules. The venue for the arbitration shall be Chennai, India. The language of arbitration shall be English.”

6. 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 is arising out of the aforesaid Agreement dated 05.07.2022 and the same can be resolved by virtue of Clause 13.2 of the said Agreement, this Court is inclined to appoint a Sole Arbitrator to adjudicate the disputes between the parties.

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

i) Mr.Naveen Kumar Murthi, Advocate, residing at No.S2, 337 Linghi Chetty Street, Chennai – 600 001, (Mobile No.9884840424), is appointed as sole arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties.



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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 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.

8. 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.

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Speaking/Non-speaking order

Index : Yes / No

Neutral Citation: Yes / No

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Note: Issue order copy on 09.08.2024



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KRISHNAN RAMASAMY.J.,
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