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Arb.O.P (Com.Div.) No.148 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.07.2024

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

Arb.O.P (Com.Div.) No.148 of 2024

M/s.Randstad India Private Limited,
Rep by its Manager –
Legal and Authorised Representative, Mr.Amarnath Adem,
“Randstad House”, Old No.5 and 5A, New No.9,
Pycrofts Garden Road, Chennai 600 006.

... Petitioner

Vs.

M/s.Candela Learnings,
Rep by its Director and Chief Executive Officer,
Mr.Ibrahim Muhammad,
Room No.1209, 2nd Floor, HiLite Business Park,
Thondayad, Bypass, Poovangal,
Kozhikode, Kerala 673 014.

... Respondent

Prayer:

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator on behalf of the respondent to adjudicate the dispute between the petitioner and the respondent arising out of the Deputation Services Agreement dated 30.01.2023.



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For Petitioner : Mr.Chethan Sagar

For Respondents : No appearance

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, (hereinafter called as “the Act”) to appoint a sole Arbitrator to adjudicate the dispute between the petitioner and the respondent.

2. In the present case, notice was served and the name of the respondent was also printed in the cause list. However, there is no representation on behalf of the respondent, which shows that they have no interest in contesting this matter. Therefore, this Court is inclined to hear the petitioner and proceed to pass the present order.

3. The learned counsel for the petitioner would submit that the present dispute is arising out of the Deputation Services Agreement dated 30.01.2023 and in terms of the said Agreement, the petitioner has to provide man power to the respondent.



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4. Further, he would submit that though the man power was provided by the petitioner, the respondent had failed to make payment to the petitioner. Therefore, the petitioner sent a notice dated 07.02.2024 under Section 21 of the Act invoking Arbitration in terms of the Clauses 19 & 20 of the Deputation Services Agreement. However, no reply was given by the respondent. Therefore, since the present dispute is arbitrable in terms of Clauses 19 and 20 of the said Agreement, this petition has been filed for appointment of Arbitrator.

5. Heard the learned counsel for the petitioner 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 Deputation Services Agreement dated 30.01.2023. 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 Clauses 19 and 20 of the said Agreement, which reads as follows:



“19. Applicable Law and Jurisdiction: The applicable law shall be the laws of India. The Courts at Chennai shall have exclusive jurisdiction over the disputes arising between Client (Respondent) and Randstad (Petitioner).

20. Dispute Resolution: Any and all disputes, differences or questions relating to or arising out of this Agreement, including without limitation, any questions relating to the existence, validity and enforceability of any of the provisions of this Agreement (together 'Disputes'), shall be submitted for arbitration by a sole arbitrator mutually appointed under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. If the Parties fail to reach a consensus on a sole arbitrator, each Party shall appoint one arbitrator and the arbitrators so appointed shall jointly decide on a third arbitrator. The place of arbitration shall be Chennai. The arbitral proceedings shall be in English. The decision of the arbitrator/s shall be final and binding on the Parties.”.

7. Considering the submissions made by the learned counsel for the petitioner and also in view of the fact that the dispute between the petitioner and the respondent can be resolved by virtue of Arbitration in terms of



Clauses 19 and 20 of the Deputation Services Agreement dated 30.01.2023,
this Court is inclined to appoint a sole Arbitrator.

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

i) **Mr.R.Umashankar, Advocate, New No.99, Old No.48, 2nd Floor, Armenian Street, Chennai 600 001, Phone Nos.94440 10639, 90036 10639**, 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 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 respondents, the petitioner shall bear the entire remuneration and other expenses and



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thereafter, the petitioner can recover the same directly from the respondents 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 respondents 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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KRISHNAN RAMASAMY.J.,
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