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Arb.OP(Com.Div.)No.283 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 18.10.2024

Coram:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Arb.OP(Com.Div.) No.283 of 2024

Tattva Home Healthcare Pvt. Ltd.,
Rep. by the Group Financial Controller
& Authorised Signatory Balachandar B.
480, 2nd Floor, Khivraj Complex II,
Anna Salai, Nandanam, Chennai9 – 600 035.

.. Petitioner

/versus/

1. V.Akbar Basha
2. Jaser Aslam
3. Aafiya Yashfeen

... Respondents

Prayer: Original Petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking to appoint a Sole Arbitrator to adjudicate the dispute between the petitioner and the respondents in accordance with Clause 14 of the Consent for Home Healthcare – Terms and Conditions dated 09.05.2023.

For Petitioner : Mr.S.Manuraj

For Respondents : Mr.Mramesh Srinivasan



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ORDER

This petition is filed under Section 11 [6] of the Arbitration and Conciliation Act, 1996, seeking appointment of a Sole Arbitrator to adjudicate the dispute between the petitioner and the respondents in accordance with Clause 14 of the Consent for Home Healthcare – Terms and Conditions dated 09.05.2023.

2. The petitioner state that they are engaged in the provision of home healthcare services and offers a range of services from pre-discharge recovery and post hospitalisation care to advanced home healthcare. The third respondent, who is wife of the second respondent and daughter of the first respondent was admitted at MGM Hospital Chennai and diagnosed with Neuromelioidosis with Brainstem Encephalitis and at the request of the respondents, the petitioner provided healthcare services to the third respondent and at the time of onboarding the third respondent, the second respondent signed the short service agreement dated 09.05.2023 on behalf of the third respondent and the second respondent also signed in the Informed General Consent Form and High Risk Consent Form dated 11.08.2023. The petitioner cite the arbitration clause in the above agreement dated 09.05.2023 and submit that the dispute which has arisen between the petitioners and the respondent herein is liable to be referred to arbitration in terms thereof. The relevant clause in the



agreement is set out below:-

"14. All disputes between the parties hereto arising out of this agreement or in relation thereto or regarding the interpretation of this Agreement shall be referred to an arbitrator appointed by One Life and the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable to such reference. The seat of arbitration shall be Chennai and the award of the Arbitrator shall be final and binding on the Parties. ."

3. The petitioner also points out that a notice of arbitration dated 11.04.2024 was sent to the respondent, for which the respondent has also sent a reply dated 16.04.2024 and objected for appoint of the arbitrator notified by the petitioner.

4. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondents and perused the materials available on record.

5. On perusal of clause 14 of the Consent for Home Healthcare – Terms and Conditions dated 09.05.2023, it is evident that the disputes are required to be resolved through arbitration. The petitioners have also duly invoked the arbitration clause. In view of the failure of the respondent objected of appointment of the



arbitrator notified by the petitioner, the Arbitral Tribunal is required to be constituted in accordance with Section 11 of the Arbitration Act.

6. Accordingly, the following Order is passed :

i) Mr.S.Sathyagandhi, Advocate, No.17/7, 2nd Floor V.S.Garden, 1st Street, Mandaveli, Chennai – 600 028 [Mobile : 90943 36813 & 94443 22297], 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 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.



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7. With the above directions, this Arbitration Original Petition is Ordered.

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Neutral citation: Yes/no

Index : Yes/No

Speaking/Non Speaking

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G.K.ILANTHIRAIYAN, J.

VRC

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