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Arb. O.P. (Com. Div) No.293 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **03.10.2024**

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THE HON'BLE MR. JUSTICE G.K. ILANTHIRAIYAN

Arb. O.P. (Com. Div) No.293 of 2024

M/s.Randstad India Private Limited,
Represented by its Manager - Legal and Authorized Representative,
Mr.Amarnath Adem,
"Randstad House", Old No.5 and 5A, New No.9,
Pycrofts Garden Road, Chennai - 600 006. ... Petitioner

Vs.

M/s.Prodo Technologies Private Limited,
Registered Office at 55, 2nd Floor, Lane - 2,
Westend Marg,
Saidullajab, New Delhi - 110 030.

Also at:

M/s.Prodo Technologies Private Limited,
Corporate Officer at 4th Floor, Huda City Centre Metro Station,
Gurgaon, Haryana - 122 001. ... Respondent

PRAYER: Arbitration Original Petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 to appoint an arbitrator to adjudicate the dispute between the petitioner and the respondent arising out of the Deputation Services Agreement dated 18.01.2022.

For Petitioner : Mr. Chethan Sasar



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For Respondent : No Appearance

ORDER

This petition has been filed seeking appointment of an arbitrator to adjudicate the dispute between the petitioner and the respondent arising out of a Deputation Services Agreement dated 18.01.2022.

2. The petitioner had entered into a deputation services agreement dated 18.01.2022 with the respondent for a period of term of one year i.e., from 01.01.2022 to 31.12.2022. Subsequently, it was renewed till 31.12.2023 vide Addendum No.1 dated 01.02.2023. As per the terms of the agreement, the respondent engaged the service of the petitioner to provide deputation services through its employees in connection with the respondent's support functions for an agreed consideration. However, according to the petitioner, the terms were violated by the respondent. As per clause 20 of the agreement dated 18.01.2022, if there arises any dispute between the parties, any of the parties can approach the arbitrator to resolve the issue. Clause 20 of the agreement reads as follows:



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"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."

3. Insofar as the jurisdiction is concerned, it is relevant to extract clause 19 of the agreement hereunder:

"19. Applicable Law and Jurisdiction: The applicable law shall be the laws of India. The Courts at Chennai shall have exclusive jurisdiction over the



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disputes arising between Client (Respondent) and Randstad (Petitioner)."

4. Therefore, the petitioner casts notice to invoke clause 20 of the agreement and also suggested three advocate names to be appointed as arbitrator to resolve the disputes. However, on receipt of the same, the respondent failed to reflect and the petitioner was constrained to approach this Court under Section 11 of the Arbitration and Conciliation Act, 1996.

5. In this petition, this Court ordered notice and also permitted to take private notice. On receipt of the private notice, the respondent failed to appear before this Court either through person or through his pleader. Today, the name of the respondent is printed in the cause list and even no one appeared by person or their pleader.

6. In view of the above, this Court is inclined to appoint an arbitrator to resolve the disputes between the petitioner and the respondent herein. Accordingly, this petition is allowed by appointing Mr. R. Saravanan, Advocate (Enrl. No.3764 of 2015) having address at No.48/148, 2nd Floor, Vanguard House, Moore Street, Chennai - 600 001, Mob.No.95006 41338,



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as sole arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law. It is open to the Sole Arbitrator to fix his fees and expenses in relation to the arbitral proceedings.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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G.K. ILANTHIRAIYAN. J.,

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