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Arb.O.P.(Comm.Div.) No.325 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 16.12.2024

Pronounced on:21.12.2024

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THE HONOURABLE **MR.JUSTICE P.B.BALAJI**

Arb.O.P.(Comm.Div.) No.325 of 2024

M/s.Vishwa-SyntharoPharmachem Private Limited,
No.32, First Main Road, CIT Colony,
Mylapore, Chennai – 600 004.

... Petitioner

VS.

Sri Radhas Bio Tech India Private Limited,
Plot No.21 (Back Portion),
All India Radio Colony, Palavakkam,
Chennai – 600 041.

... Respondent

PRAYER: Arbitration Original Petition filed under Sections 11 (5) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate between the petitioner and the respondent in terms of the Supply Agreement dated 13.07.2022.

For Petitioner : Mr.S.Karunamoorthy



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For Respondent : No Appearance.

ORDER

This Arbitration Original Petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (hereinafter called as 'the Act') to appoint an Arbitrator in respect of the dispute arising out of alleged violation of the Supply Agreement dated 13.07.2022 between the petitioner and the respondent.

2. I have heard Mr.S.Karunamoorthy, learned counsel for the petitioner. There is no appearance on the side of the respondent. In fact, this Court permitted effecting service on the respondent through Substituted Service and publication is also been effected pursuant to the order of this Court dated 25.11.2024 for the hearing dated 16.12.2024. Despite the publication in one issue of Financial Express, the publication dated 03.12.2024, the respondent has neither chosen to appear in person nor

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through counsel. Therefore, the respondent hereby set exparte.

3. I have proceeded to hear the learned counsel for the petitioner Mr.S.Karunamoorthy and also perused the records.

4. The case of the petitioner is that in and by Supply Agreement dated 13.07.2022, the petitioner entered into a contract with the respondent for manufacturing products viz., DPA and HSA. The said agreement contains the Dispute Resolution Clause in 16.1(a), whereby, the parties have agreed to resolve their differences and disputes by resorting to Arbitration and that the said arbitration proceedings would be held at Chennai.

5. When disputes arose between the parties, the petitioner issued a notice dated 01.06.2024 calling the respondent to settle the claim, the notice was returned with an endorsment '*door locked and intimation delivered*'. The petitioner also issued Section 21 Notice on 01.07.2024 which was also



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returned with an endorsement '*Door Locked*'. Thereafter, the above Arbitration Original Petition has been filed. Even before this Court, the respondent has not chosen to appear despite attempts made by the petitioner to serve notice and finally substituted service was permitted and the same was also effected, but the respondent never choose to appear before this Court also.

6. The Contract provides for an Arbitration Clause in 16.1(a) and the petitioner has also rightly invoked Section 21 of the Arbitration and Conciliation Act, 1996 for issuance of notice to the petitioner. The petitioner is therefore is entitled seeking an appointment of sole arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the said Supply Agreement dated 13.07.2022.

7. In view of the foregoing discussions, I am inclined to appoint



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Mr.V.INBA VIJAYAN, Advocate having address at G-2, Plot No.108, Majestic Colony, Valasaravakkam, Chennai – 600 087, Cell: 98401 14287 E.Mail: inbavijayan@gmail.com as the Sole Arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law.

8. The learned Arbitrator is entitled to fix his fees as per the Schedule-IV to the Act. This Court further requests the learned Arbitrator to endeavor to decide the dispute as expeditiously as possible, however, not later than six (6) months from the date of his entering into reference.

9. Accordingly, this Arbitration Original Petition is allowed.

21.12.2024

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Index : Yes / No
Internet : Yes / No

P.B.BALAJI, J.,

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Pre-delivery Order in
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