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Arb.OP(Com.Div.)No.405 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 19.10.2024

Coram:

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

Arb.OP(Com.Div.) No.405 of 2024

M/s.Aasaan Jobs Private Limited
(A wholly owned subsidiary of Betterplace
Safety Solutions Private Limited)
Unit No.4, B Wing, Krislon House,
Opposite Marwah Center, Off Saki Vihar Road,
Sakinaka, Andheri – East Mumbai – 400 072
Now presently at
1st Floor, Shubharam Complex, 144, MG Road,
Bangalore, Bangalore G.P.O., Bangalore,
Bangalore North, Karnataka, India, 560 001
Petitioner

/versus/

M/s.Lynks Logistics Limited
Auras Corporate Centre, 5th Floor,
98-A, Dr.Radhakrishnan Road,
Mylapore, Chennai 600 004

... Respondent

Prayer: Original Petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking to pass an order appointing a sole arbitrator to adjudicate disputes between the parties arising out of Service Agreement dated 03.12.2020.

For Petitioner : M/s.Khurana & Khurana

For Respondent : Mr.C.Tickembu

ORDER



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This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking to pass an order appointing a sole arbitrator to adjudicate disputes between the parties arising out of Service Agreement dated 03.12.2020.

2. The petitioner states that the respondent, who was desirous in availing the services rendered by the petitioner, who is engaged in the business of human resource management and consultancy services such as recruitment, training, staffing and business process outsourcing, approached the petitioner in the year 2020, subsequently entered into an agreement dated 03.12.2020 with the petitioner. Thereafter, the respondent became liable to clear invoice No.22-23/TSK10883 for Rs.13,69,659/- towards the absorption fees as stipulated in the service agreement on 03.01.2023. The petitioner cites arbitration clause in the Service Agreement dated 03.12.2020 and submits that the dispute which has arisen between the petitioner and the respondent herein is liable to be referred to arbitration in terms thereof. The relevant clause in the Service Agreement dated 03.12.2020 is set out below:-

“If a dispute or controversy or claim of any kind whatsoever ("Dispute") arises between the Parties in connection with or relating to or arising out of this Agreement, the Dispute shall be resolved in the first instance by mutual discussions/negotiations. The Parties shall use their best efforts



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in good faith to co-operatively resolve the Dispute. If the Dispute is not resolved by the Parties through mutual discussions/negotiations within the 30 days from the date of first notice of dispute by either party, then the Parties shall have the right to resolve the Dispute through Arbitration in accordance with the Arbitration and Conciliation Act of 1996 and amendments thereto from time to time. The tribunal of Arbitration shall consist of one Arbitrator (ie. Sole Arbitrator), to be appointed by the Parties on mutually consent. The award of the Arbitrator shall be final and binding upon the Parties hereto. The venue of the Arbitration shall be at Chennai, India. The language of such Arbitration proceeding(s) including documentation shall be English only."

3. The petitioner also points out that a notice was also issued by the petitioner nominating a sole arbitrator, which was however rejected by the respondent by dated 12.07.2024.

4. Notice was ordered by the Court on the respondent on 03.10.2024.

5. On perusal of relevant clause of the service agreement, it is evident that the disputes are required to be resolved through arbitration. The petitioner has also duly invoked the arbitration clause. In view of the failure of the respondent to respond thereto, or took consent to the nominee proposed by the petitioner, the Arbitral



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Tribunal is required to be constituted in accordance with Section 11 of the Arbitration Act.

6. Therefore, this Court is inclined to appoint the arbitrator proposed by the petitioner. Accordingly, this petition is allowed by appointing i.e. Mr.Ashokapathy.G, Advocate having office at Unit No.208, 2nd Floor, Raheja Towers, Door No.113-134, Anna Salai, Chennai 600 002 as the 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.

19.10.2024

Neutral citation: Yes/no
Index : Yes/No
Speaking/Non Speaking
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G.K.ILANTHIRAIYAN, J.

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