



Arb O.P(COM.DIV.) No.26 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **01-04-2025**

CORAM

THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

Arb O.P(COM.DIV.) No.26 of 2025

M/s. Johnson Lifts Private Limited
Rep. by tis Authorised Signatory
Mr.Rose Blessed King,
No.1, ast Main Road,
Anna Nagar West Extension,
Chennai - 600 101.

..Applicant

Vs

M/s. Poonam Developments LLP
(Formerly M/s. Poonam Developments)
Rep. by its Partner
Mr.Rajivkumr Ramshankar Pathak,
Shop No.7, Jay Krishna Dham CHs Ltd.,
BP Cross Road, No.5, Near Swami Narayan Mandir,
Bhayandar East Thane,
Mahashtra - 401 105

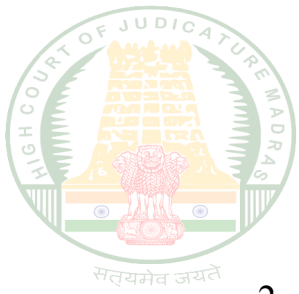
..Respondent

For Applicant: Mr. A.R.KarunakaranM.Arunachalam

For Respondent:

ORDER

Notice sent to the respondent has been duly served and the affidavit of service enclosing the acknowledgment cards have been filed. The name of the respondent is also printed in the cause list today. Despite service of notice, the respondent has chosen not to enter appearance. Hence, the respondent is set exparte by this Court.



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2. This petition has been filed under Section 11 of the Arbitration and Conciliation Act seeking for appointment of an Arbitrator by this Court.

3. There seems to be a dispute between the petitioner and the respondent arising out of the work order dated 05.08.2021. The petitioner has raised invoices on the respondent. The order dated 05.08.2021 which is the subject matter of dispute contains an arbitration clause and the same is extracted hereunder:

If any dispute, controversy or claim between the parties arises out of or in connections with this contract, including its existence, breach, termination or validity thereof, the parties shall use all reasonable endeavours to negotiate with a view to resolve the dispute amicably. If the dispute has not been settled pursuant to the said negotiations and the parties unable to resolve the dispute amicably, then the dispute shall be finally resolved by Arbitration as per the provisions of Arbitration and conciliation Act, 1996 and the Rules framed therewith by a Sole Arbitrator appointed by Johnson Lifts from the panel of Arbitrators maintained by Johnson Lifts. Any such Arbitration award passed by the said Arbitrator shall be final and binding on both parties. The seat of the arbitration shall be at Chennai



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and the language of the Arbitration proceedings shall be English.

4. The petitioner has invoked the arbitration in accordance with the arbitration clause by issuing notice to the respondent on 30.10.2024 in compliance with section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received from the respondent to the same. Since there is no consensus between the parties with regard to the name of the Arbitrator, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, seeking for appointment of an Arbitrator by this Court.

5. Since there exists an arbitration clause in the work order dated 05.08.2021 as referred to supra and since the petitioner has complied with the requirements of section 21 of the Arbitration and Conciliation Act, 1996 by issuing notice to the respondent on 30.10.2024 and since there is no reply received from the respondent, this Court has to necessarily allow this petition by appointing an Arbitrator under section 11 of the Arbitration and Conciliation Act, 1996.

6. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-

a) This Court appoints Ms.Punnagai.M, Advocate, having



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ABDUL QUDDHOSE,J.

office at No.17, Customs Colony, 1st Cross Street, 4th Avenue, Besant Nagar, Chennai - 600 090 (Cell No.9445769972) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the aforesaid work order dated 05.08.2021.

(b) The Arbitrator shall be paid her remuneration/fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996.

(c) Both the parties shall equally share the arbitrator's fees.

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

01.04.2025

vsi

To

Mr.Rajivkumr Ramshankar Pathak,
Partner,M/s. Poonam Developments LLP
(Formerly M/s. Poonam Developments)
Shop No.7, Jay Krishna Dham CHs Ltd.,
BP Cross Road, No.5, Near Swami Narayan Mandir,
Bhayandar East Thane,
Mahashtra - 401 105