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Arb.O.P (Com.Div.) No. 53 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.06.2025

CORAM

**THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE**

**Arb.O.P (Com.Div.) No. 53 of 2025**

Fuso Glass India Private Limited  
4<sup>th</sup> Floor, Fuso House  
No.91, Poonamallee High Road  
Egmore, Chennai – 600084.

...Petitioner

vs.

Destel India Private Limited  
Having its Registered Office at  
805, Ellora Fiesta, Plot No.8, Sector – 11  
Opp. Jui Nagar Station, Navi Mumbai  
Thane, Maharashtra, India, 400706.

...Respondent

**Prayer :** Arbitration Original Petition (Commercial Division) filed under Section 11(6) (A) & (C) of the Arbitration and Conciliation Act, 1996, praying to appoint a sole Arbitrator to resolve the disputes between the petitioner and the respondent in terms of the invoices from 16.06.2022 to 30.12.2022 and pass such further or other orders as this Hon'ble Court may deem fit to pass in the circumstances of the case.

For petitioner : Mr.H.Siddarth

For Respondent : Mr.T.S.Vigneswaran

**ORDER**



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This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of a sole Arbitrator by this Court.

2. The petitioner has supplied goods to the respondent. According to the petitioner, for the goods supplied, payments have not been received from the respondent. Several invoices for the period from 16.06.2022 to 30.12.2022 have been raised by the petitioner on the respondent.

3. There seems to be a dispute between the petitioner and the respondent arising out of the various invoices raised by the petitioner on the respondent for the period from 16.06.2022 to 30.12.2022. There exists an Arbitration Clause in each of the invoices and the same is extracted hereunder:

***“Terms and Conditions:***

1. ....
2. ....
3. ....
4. *All disputes shall be subject to Arbitration, there shall be sole arbitrator nominated by FGIPL. Seat of Arbitration at Chennai.”*

4. The petitioner has invoked arbitration in accordance with the



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Arbitration Clause contained in the invoices for the period from 16.06.2022 to 30.12.2022 by issuing notice to the respondent on 19.01.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been sent by the respondent to the same. Till date counter has also not been filed by the respondent in this petition. Sufficient opportunity has been granted by this Court to the respondent to enable them to file a counter.

5. The learned counsel for the respondent also does not dispute the existence of the arbitration clause in the invoices for the period from 16.06.2022 to 30.12.2022, which are the subject matter of the dispute between the parties. He only seeks further time to settle the claim of the petitioner. Already sufficient time has been granted to enable to respondent to settle the claim of the petitioner. No further adjournment can be given that too in an application filed under Section 11 of the Arbitration and Conciliation Act, 1996.

6. Since there exists an Arbitration clause in the invoices, which are the subject matter of the dispute between the parties and since the



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petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 by issuing notice to the respondent on 19.01.2024 and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court has to necessarily appoint an Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996.

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

- a) This Court appoints Mr. Keerthikiran Murali, (Ms1870/2013) Advocate, having office at Flat No.501, Ramaniyam Syndicate, Bakthovatchalam Nagar 1<sup>st</sup> Street, Adyar, Chennai-600020, (Mobile No.9655-446098 ) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the invoices.
- (b) The Arbitrator shall be paid his/her remuneration / fees in accordance with the 4<sup>th</sup> 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



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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.

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Index: Yes/ No  
Speaking order / Non speaking order  
Neutral citation : Yes / No

*Maya*

**ABDUL QUDDHOSE, J.**

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