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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-07-2025

CORAM

THE HON'BLE MR JUSTICE ABDUL QUDDHOSE

Arb O.P(COM.DIV.) No. 73 of 2025

Mrs.A.Devi

W/o.Ranjith kumar,

No.11, F- Block, 2nd Main Road, Anna Nagar East,
Chennai -600 102.

Also at.

Plot No.25,AJ Block 4th street,Shanthi Colony,
Chennai-600 040.

Appellant(s)

Vs

1. Mrs.L.Thirupurasundari

W/o.Late Lingesan

Represented by her power agent

Mr.N.Sundar

NO.108/7,Erikari street,Nedukundram

Chennai-600048.

2. Mr.N.Sundar

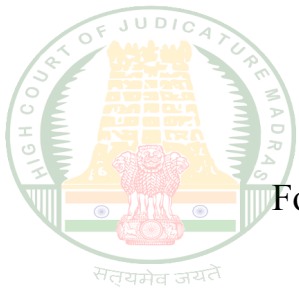
S/o.Narayanasamy,

No.32/3A, Raganathapuram, 1st Cross Street,

Tambaram, Chennai- 600 045

Respondent(s)

To appoint an Arbitrator to adjudicate and resolve the disputes
through arbitral proceedings between the parties.



For Appellant(s): Mr.Muthusubramaniam
for Mr.S.NAMASIVAYAM

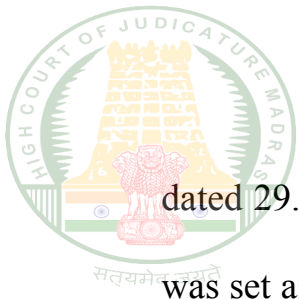
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For Respondent(s): Ms.L.Maria Elezeabeth

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) seeking for appointment of an Arbitrator by this Court.

2. There seems to be a dispute between the petitioner and the respondents arising out of the sale agreement dated 06.05.2017. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 22.12.2018 to comply with the requirement of Section 21 of the Act. Earlier, an Arbitrator was appointed by the petitioner, who had acted upon the reference and had passed an arbitral award in favour of the petitioner against the respondents. However, the said arbitral award dated 29.06.2019 was challenged by the respondents before this Court in Arb.O.P.No.1 of 2023. By order dated 03.01.2024, this Court had set aside the arbitral award dated 29.06.2019 on the ground that the Arbitrator who had passed the arbitral award



dated 29.06.2019 was appointed by the petitioner unilaterally. Since the award was set aside by this Court, the petitioner seeks for initiating fresh arbitration in accordance with law through this petition filed under Section 11 of the Act seeking for appointment of an Arbitrator by this Court.

3. A counter affidavit has been filed by the respondents denying the existence of the contract, which the petitioner claims is the subject matter of the dispute. They have also categorically denied the existence of the arbitration clause contained in the sale agreement dated 06.05.2017, which is the subject matter of the dispute raised by the petitioner. The respondents have also stated that the sale agreement dated 06.05.2017, which contains an arbitration clause, is a fabricated document. The respondents have also filed documents in the form of complaint lodged to the police against the petitioner with regard to the contract, which is the subject matter of the dispute.

4. While deciding an application filed under Section 11 of the Act, this Court will have to only look into the prima-facie existence of an arbitration clause in the contract, which is the subject matter of the dispute raised by the petitioner against the respondents. The respondents have stated in the counter affidavit that the contract, namely, sale agreement dated 06.05.2017, which



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contains an arbitration clause, is a fabricated document. In support of their contention, they have produced a copy of the complaint lodged to the police against the petitioner, wherein they have complained that the contract dated 06.05.2017 has been fabricated by the petitioner. However, as on date, there is no conclusive evidence placed on record by the respondents in the form of court orders or through any orders passed by any statutory authority that the sale agreement dated 06.05.2017, which is the subject matter of the dispute between the parties, is a fabricated document.

5. Earlier, the arbitral award passed in favour of the petitioner on 29.06.2019 against the respondents was set aside by this Court on 03.01.2024 in Arb.O.P.No.1 of 2023 only on the ground that the petitioner had appointed the Arbitrator unilaterally. It is also seen from the grounds filed by the respondents in Arb.O.P.No.1 of 2023 seeking to challenge the earlier arbitral award dated 29.06.2019 that the respondents have not specifically raised the ground that the sale agreement dated 06.05.2017, which is the subject matter of the dispute in this petition, was fabricated by the petitioner. Eventhough serious objections have been raised by the learned counsel for the respondents by referring to the counter affidavit filed before this Court that the sale agreement dated 06.05.2017, which is the subject matter of the dispute raised



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by the petitioner, and which contains an arbitration clause, is a fabricated document, this Court at the referral stage cannot accept the contention of the respondents, that too, when there is no conclusive evidence placed on record before this Court in the form of court orders or orders passed by the statutory authorities that the said sale agreement dated 06.05.2017 is a fabricated document. Therefore, in view of the prima-facie existence of the arbitration clause in the sale agreement dated 06.05.2017, the question of accepting the contention of the respondents as pleaded in the counter affidavit at this stage does not arise. The arbitration clause contained in the sale agreement dated 06.05.2017, which is the subject matter of the dispute between the parties, is extracted hereunder:-

“1. Any dispute arising out of this agreement will be settled through the arbitration proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996, the venue of Arbitration in Chennai.”

6. Since the petitioner has complied with the requirement of Section 21 of the Act by issuing notice to the respondents on 22.12.2018 and since the contract contains an arbitration clause, this Court is appointing an Arbitrator as



prayed for in this petition. Accordingly, this petition is allowed as prayed for

with the following directions:-

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(a) This Court hereby appoints Mr.J.V.Raj, retired District Judge, residing at No.46, Sathya Nagar, Mylapatti, Coimbatore-641062 (Mobile No.9445436345) as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondents arising out the sale agreement dated 06.05.2017.

(b) The Sole Arbitrator appointed by this Court shall be paid remuneration/fees as per the schedule agreed upon by the parties to the dispute.

(c) The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996.

(d) The Arbitrator shall also pass the arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.



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(e) The respondents are at liberty to raise all objections including the objections, which have been raised through their counter affidavit filed before this Court, by filing an application under Section 16 of the Act before the Arbitrator, or through their statement of defence filed in the arbitral proceedings.

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Index: Yes/No

Speaking/Non-speaking

Neutral Citation: Yes/No

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ABDUL QUDDHOSE J.

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