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Arb.O.P (Com.Div.) No.72 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.03.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No.72 of 2025

M/s.Cred Avenue Private Limited,
rep. by its Authorised Signatory
Ms.Sanjutha Dhanasekar

... Petitioner

Versus

Harshwardhan Mittal

... Respondent

Prayer: Arbitration Original Petition (Commercial Division) filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to resolve the disputes between the petitioner and the respondent in terms of Clause 18 of the Employment Contract dated 30.11.2020.

For Petitioner : Mr.P.Giridharan

For Respondent : Mr.P.M.Prasanth Narayanan



ORDER

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

2. There seems to be a dispute arising out of an Employment Contract dated 30.11.2020 entered into between the petitioner and the respondent. The petitioner has invoked arbitration in accordance with the arbitration clause contained in the Employment Contract dated 30.11.2020 by issuing a notice to the respondent on 02.01.2024. The arbitration clause contained in the Employment Contract dated 30.11.2020, which is the subject matter of the dispute between the parties is extracted hereunder:

'18.Arbitration

If any dispute arises between you and the Company with respect to the contract of employment, the parties to this Appointment shall first endeavour to co-operate to resolve the dispute or controversy by mutual consultation and Appointment. All disputes, claims arising out of this contract shall be referred to the Arbitration of an Arbitrator who has been appointed mutually by you and the Company under the Arbitration and Conciliation Act, 1996 or any statutory



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Arb.O.P (Com.Div.) No.72 of 2025

modifications made thereof from time to time. The venue for the arbitration shall be in Chennai, India and the parties shall be subject to the jurisdiction of the Courts in India, which shall have exclusive jurisdiction in the proceedings regarding the enforceability of this contract to arbitrate.'

3.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, 1996 seeking for the appointment of an Arbitrator by this Court.

4.Learned counsel for the respondent, on instructions, has stated no objection for the appointment of an Arbitrator by this Court.

5.Since there exists an arbitration clause in the Contract, which is the subject matter of the dispute between the parties and since the petitioner has satisfied the requirement of Section 21 of the Arbitration and Conciliation Act, 1996 by issuing a notice to the respondent and since there is no consensus between the parties prior to the filing of this petition with regard



to the name of the Arbitrator, this Court has to necessarily appoint an Arbitrator as prayed for in this petition.

6.During the course of arguments, both the counsels have made an endorsement in the Court bundle stating that they are agreeable for the appointment of Mr.T.S.Baskaran, Advocate as the Sole Arbitrator to adjudicate the dispute between the parties arising out of the Employment Contract, which is the subject matter of the dispute.

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

(a)Both the counsels have made a joint endorsement in the court bundle stating that the parties are agreeable for the appointment of Mr.T.S.Baskaran, Advocate as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondent. In view of the consent given by both the counsels, this Court appoints Mr.T.S.Baskaran, Advocate, having address at No.12/1, Kamatchipuram 1st Street, Postal Colony, 1st extension,



Arb.O.P (Com.Div.) No.72 of 2025

West Mambalam, Chennai - 600 033, Mobile No.94442 06622 as the Sole

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Arbitrator to adjudicate the dispute between the petitioner and the respondent, arising out of the Employment Contract dated 30.11.2020, on merits and in accordance with law;

(b)The Arbitrator shall be paid his 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.

No costs.

05.03.2025

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Arb.O.P (Com.Div.) No.72 of 2025

ABDUL QUDDHOSE, J.

vga

Arb.O.P (Com.Div.) No.72 of 2025

05.03.2025