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Arb.O.P(Com.Div.) No.48 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 31.01.2025
Pronounced on : 17.02.2025

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THE HONOURABLE MR.JUSTICE P.B.BALAJI

Arb.O.P(Com.Div.) No.48 of 2025

Young Franchise Holdings LLP
Rep. by its Partner, Peter Rajiv Christian,
No.12/6, Appu Street, 1st Lane,
Mylapore, Chennai – 600 004.

... Petitioner

VS.

M/s.Food Cult,
Rep. by its Sole Proprietor Mr.Ponsurya R
4/225, 1st Street, Muthammal Colony,
Thoothukudi – 628 002.

... Respondent

PRAYER: Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the Franchise Agreement dated 15.12.2022.

For Petitioner : Mr.Bhagavath Krishnan PMN

For Respondent : Mrs.Uma Maheswari



ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, for appointment of an Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the Franchise Agreement dated 15.12.2022.

2.I have heard Mr.Bhagavath Krishnan, learned counsel for the petitioner and Mrs.Uma Maheswari, learned counsel for the respondent. I have also gone through the records.

3.The petitioner and the respondent have entered into a Franchise Agreement on 15.12.2022. The said Franchise Agreement contains an arbitration clause which is extracted hereunder for easy reference.

“GOVERNING AND JURISDICTION:

24.1.All disputes or claims between the Parties arising out of, pursuant to or in relation to or in connection with this Agreement, including in relation to the breach, termination or invalidity of it shall be resolved through mutual discussion, and unresolved issues, if any, shall be referred to and finally settled under the Indian Arbitration and Conciliation Act, 1996 by a Sole Arbitrator mutually appointed by the Parties. The seat of the arbitration will be at Chennai. The language of the arbitration shall be English. Any award passed by the arbitral tribunal shall be final and binding on the Parties.

24.2.Subject to Clause 24.1, each Party submits to the exclusive jurisdiction of the Courts at Chennai and this



Agreement shall be governed in accordance with the laws in force in India.”

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4.In view of the above and the fact that the parties admit to the execution of the Franchise Agreement which has been also acted upon subsequently and the disputes have arisen not only under the terms of said agreement but also interpretation of the various clauses, I see existence of a valid arbitration agreement between the parties.

5.Considering the scope of the disputes, I hereby appoint **Mr.V.Kuberan, Advocate, No.25, Bazullah Road, Jains Anjana, T-Nagar, Chennai – 600 017, Ph.No.9840043486, E-mai: kuberan@ranklaw.in**, as the Sole Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the Franchise Agreement dated 15.12.2022.

6.The learned Arbitrator is entitled to fix his fees as per the Schedule-IV to the Act. This Court further requests the learned Arbitrator to endeavor to decide the dispute as expeditiously as possible, however, not later than six (6) months from the date of his entering into reference.



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7. Accordingly, this Arbitration Original Petition is allowed.

17.02.2025

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Index : Yes / No

Internet : Yes / No

Note: Issue order copy on 17.02.2025.

P.B.BALAJI, J.,

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