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Arb.O.P (Com.Div.) No.98 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.03.2025

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THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No.98 of 2025

Suzlon Global Services Limited

.. Petitioner

VS

1.Industrial Mineral Co.

2.S.Chandresan

.. Respondents

Prayer: Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate the disputes arising out of the Operation & Management Agreement (for services), Maintenance Agreement (for parts and consumables) dated 26.03.2014 and Amendment Agreement dated 08.02.2019 concluded between the petitioner and the respondents and direct the respondents to pay costs.

For Petitioner : Mr.S.Kaushik Ramaswamy

For Respondents : Set exparte



ORDER

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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 following agreements:-

a) Operation and Management Agreement (services) dated 26.03.2014;

b) Maintenance (with parts and consumables) Agreement dated 26.03.2014; and

c) Amendment Agreement dated 08.02.2019.

3. In all the aforementioned agreements, there exists an arbitration clause, which is extracted hereunder:-

“14. DISPUTE RESOLUTION (Agreement dated 26.03.2014)

14.1 The Parties hereto shall attempt to resolve all differences and disputes first through mutual discussions and negotiations, in keeping with the spirit of this Agreement.



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14.2 In the event that the Parties hereto are unable to settle the dispute or difference or fail to negotiate their differences whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein, within a period of 30 days from the date of the commencement of the discussion/negotiations, then the aggrieved Party shall by giving a notice to the other Party, be entitled to invoke the arbitration provisions of this Agreement. The reference shall be made to a sole arbitrator, appointed jointly by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof.

14.3 The notice should accurately set out the disputes between the Parties, the Intention of the aggrieved Party to refer such disputes to arbitration as provided herein and the name of the person it seeks to appoint as the sole arbitrator. All notices by one Party to the other in connection with the arbitration shall be in writing and shall be made as provided in this Agreement.

14.4 If the Parties fails to appoint an arbitrator within 30 days from the receipt of the request to do so from the other Party, then the aggrieved Party shall be free to approach the



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Court in Chennai city for appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the decision of such court shall be final and binding on the Parties.

14.5 The Arbitration shall be held at Chennai and the award of the arbitrator shall be final and binding on the Parties hereto.

14.DISPUTE RESOLUTION (Agreement dated 26.03.2014)

14.1 The Parties hereto shall attempt to resolve all differences and disputes first through mutual discussions and negotiations, in keeping with the spirit of this Agreement.

14.2 In the event that the Parties hereto are unable to settle the dispute or difference or fail to negotiate their differences whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein, within a period of 30 days from the date of the commencement of the discussion/negotiations, then the aggrieved Party shall by giving a notice to the other Party, be entitled to invoke the arbitration provisions of this Agreement. The reference shall be made to a sole arbitrator. appointed jointly by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment



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thereof.

14.3 The notice should accurately set out the disputes between the Parties, the intention of the aggrieved Party to refer such disputes to arbitration as provided herein and the name of the person it seeks to appoint as the sole arbitrator. All notices by one Party to the other in connection with the arbitration shall be in writing and shall be made as provided in this Agreement.

14.4 If the Parties fails to appoint an arbitrator within 30 days from the receipt of the request to do so from the other Party, then the aggrieved Party shall be free to approach the Court in Pune city For appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the decision of such court shall be final and binding the Parties.

14.5 The Arbitration shall be held at Pune and the award of the arbitrator shall be final and binding on the Parties hereto. Agreement dated 08.02.2019:- 3. Any dispute(s) out of or in relation to this amendment agreement shall be resolved in accordance with the dispute resolution mechanism set out in the OMS agreements.”

4.The petitioner has invoked arbitration in accordance with the



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arbitration clause by issuing notice to the respondents on 24.10.2024 as per the provisions of Section 21 of the Act. A reply has also been received from the respondents on 05.12.2024. In the said reply, the respondents have admitted the existence of the arbitration clause and they have also agreed for the appointment of an arbitrator with seat of arbitration at Chennai.

5.The respondents have been duly served with the notice in this petition. On the last hearing i.e. 12.03.2025, Mr.J.Titus Enock, learned counsel undertook to file vakalat on behalf of the respondents. But till date, no vakalat has been filed by Mr.J.Titus Enock, learned counsel on behalf of the respondents. Since the respondents have not entered appearance, they are set exparte by this Court.

6.Since there exists an arbitration clause in the Contracts, which are the subject matters of the dispute between the parties and since the petitioner has complied with the statutory requirement under Section 21 of the Arbitration and Conciliation Act, 1996 by issuing notices to the respondents on 24.10.2024 and since the respondents have also given their consent for arbitration through their reply dated 05.12.2024, this Court is appointing Mr.Arun C.Mohan, Advocate as the Sole Arbitrator to adjudicate



the dispute between the parties.

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

(a) This Court appoints Mr. Arun C. Mohan, Advocate, having address at No.D4, III Floor, Ceebros Building, 32, Cenotaph Road, Teynampet, Chennai - 600 018, Mobile No.96000 20715 as the Sole Arbitrator to adjudicate the dispute arising out of the Operation and Management Agreement (services) dated 26.03.2014, Maintenance (with parts and consumables) Agreement dated 26.03.2014 and Amendment Agreement dated 08.02.2019, 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.

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ABDUL QUDDHOSE, J.

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