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Arb.O.P.(Com. Div.) Nos.60 to 62 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.03.2025

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) Nos.60 to 62 of 2025

M/s.Johnson Lifts Pvt. Ltd.,
Rep. by its Authorized Signatory,
Mr.Rose Blessed King,
No.1, East Main Road,
Anna Nagar West Extension,
Chennai - 600 101.

... Petitioner
In all O.Ps.

Vs.

M/s.Columbia Developers Pvt. Ltd.,
Rep. by its Director,
Mr.Farooq Khan Mohamed,
No.52/2, Columbia Aaltius,
Veerasandra, Aaltius,
Electronic City Phase 1,
Hosur Road, Bangalore - 560 100.

... Respondent
In all O.Ps.

COMMON PRAYER: Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 to appoint a sole arbitrator to adjudicate the dispute between the petitioner and the respondent arising out of contract / work order bearing No.JL/60/KA01/02578/E dated 26.12.2022 for the lifts bearing Job Nos.L-R7385, L-R7386 and L-R7387 and to direct the respondent to pay the cost.



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For Petitioner
In all O.Ps. : Mr. A.R. Karunakaran

For Respondent
In all O.Ps. : Set *ex-parte*

COMMON ORDER

These petitions have been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) seeking for appointment of an Arbitrator.

2. The petitioner had issued a work order on 26.12.2022 in favour of the respondent. There seems to be a dispute between the parties arising out of the same. There is an arbitration clause contained in the said work order, which is extracted hereunder:-

ARBITRATION: If any dispute, controversy or claim between the parties arises out of or in connection with this contract, including its existence, breach,



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termination or validity thereof, then the dispute shall be finally resolved by Arbitration as per the provisions of Arbitration and Conciliation, 1996 and the Rules framed therewith by a Sole Arbitrator. Any such Arbitration award passed by the said Arbitrator shall be final and binding on both parties. The seat of the arbitration shall be at Chennai and the language of the Arbitration proceedings shall be English. The Courts in Chennai shall have exclusive jurisdiction over all/such disputes.

3. The petitioner has invoked the arbitration by sending a notice to the respondent on 08.11.2024 as per the provisions of Section 21 of the Act. However, no reply has been received from the respondent to the said notice. Under the aforementioned circumstances, the petitioner has been constrained to file this petition under Section 11 of the Act seeking for appointment of an Arbitrator by this Court.

4. The respondent has been duly served with the notice in these



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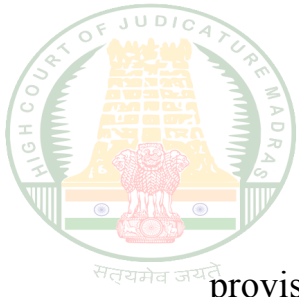
petitions. Despite the same, they have chosen not to enter appearance in these petitions. Since there is an arbitration clause contained in the work order, which is the subject matter of the dispute, and since the petitioner has complied with the statutory requirement of sending notice to the respondent as per the provisions of Section 21 of the Act, this Court is appointing an arbitrator to adjudicate the dispute between the parties arising out of the work order bearing No.JL/60/KA01/02578/E dated 26.12.2022.

5. Accordingly, these Arbitration Original Petitions are allowed as prayed for by issuing the following directions:

(a) Ms. Simran Srinivasan, Advocate , who is having office at No.49/573, Kamaraj Bhavan, 2nd Floor, Anna Salai, Teynampet, Chennai - 600 006 (Mobile No.89399 04257) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondent arising out of the work order bearing No.JL/60/KA01/02578/E dated 26.12.2022;

(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996 or as per the mutual consent of both the parties;

(c) Both the parties shall equally share the arbitrator's fees;



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(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.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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