



WEB COPY

Arb.O.P.(Com. Div.) No.57 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.06.2025

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) No.57 of 2025

M/s. Acoustify Consulting Pvt. Ltd.,
Rep. by its Authorised Signatory,
Mr. Jeyatheesan Sunil,
First floor, No.172, VG Panneer Nagar Main Road,
Mogappair West, Chennai - 600 037.

... Petitioner

Vs.

1. M/s. City Theatres Pvt. Ltd.
New Theatres Building, P.S. Subramaniam Road,
Thampanoor, Trivandrum, Kerala - 695 014.

2. M/s. Sree Visakh Theatres Companies,
TC-25/1380, Sree Kumar Theatre,
Thampanoor, Thycaud, Kerala - 695 014.

... Respondents

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 respondents arising out of the Agreement dated 23.08.2023 and to direct the respondents to pay the cost.

For Petitioner : Mr. Dhanaram Ramachandran

For Respondents : Mr. Joshua
for M/s. King and Partridge



ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation 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 agreement dated 23.08.2023. The agreement dated 23.08.2023 contains an arbitration clause, which is extracted hereunder:

**"11. DISPUTE RESOLUTION AND
ARBITRATION:**

11.1 If any dispute arises between any of the Parties hereto, during the subsistence of this Agreement or at any time thereafter, the Parties hereto shall endeavor to settle such a dispute amicably.

11.2 The attempt to bring about an amicable settlement of the dispute is considered to have failed as soon as one of the Parties hereto, after reasonable attempts,



WEB COPY



which attempt shall continue for not less than thirty (30) calendar days, gives seven (7) calendar day's notice thereof to the other Party in writing.

11.3 In case of such failure to reach a settlement, the dispute shall be referred to a sole Arbitrator to be mutually appointed by the Theatres and the Vendor. The exhaustion of settlement however shall not be a bar for initiation of Arbitration Proceedings.

11.4 The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

11.5 The Arbitration proceedings shall be held in Chennai and shall be in English and governed by the Laws of India.

11.6 When any dispute is referred to arbitration, except



WEB COPY



for the matter under dispute the Parties shall be entitled to exercise their remaining respective rights and shall perform their remaining respective obligations under this Agreement.

11.7 It is further agreed between the Parties that where the Theatres is aggrieved by a Breach by the Vendor or where such the Theatres apprehends a Breach by the Vendor, the Theatres may have an unconditional right, but not an obligation, to consider such a Breach as a dispute and proceed to seek remedy against such a Breach through arbitration proceedings.

11.8 The provisions of this Clause 12 shall survive the termination or expiry of this Agreement irrespective of the reason for such a termination or expiry."



WEB COPY

3. The petitioner has invoked arbitration as per the arbitration clause contained in the agreement dated 23.08.2023 by issuing notice to the respondents on 07.11.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received from the respondents to the same. Both the counsels would submit that there exists an arbitration clause in the agreement and they requested this Court to appoint an arbitrator as prayed for in this petition.

4. Since there exists an arbitration clause in the contract and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996, and since there is no consensus between the parties with regard to the name of the arbitrator, this Court has to necessarily appoint an arbitrator as prayed for in this petition.

5 . Accordingly, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

(a) Mr. M. Arunachalam, Advocate, who is having office at Shri Venkatesh Bhavan, 3rd Floor, Old No.35, New No.71, Armenian Street, Chennai - 600 001 (Mobile No.99406 54596) is appointed as the sole



Arbitrator to decide the dispute between the petitioner and the respondents arising out of the Agreement dated 23.08.2023;

WEB COPY

(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;

(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.

25.06.2025

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



WEB COPY



Arb.O.P.(Com. Div.) No.57 of 2025

ABDUL QUDDHOSE. J.,

ab

Arb.O.P.(Com. Div.) No.57 of 2025

25.06.2025