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Arb.O.P (Com.Div.) No.70 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.70 of 2025

M/s.Klenz Incorporation,
rep. by its Proprietor G.Thiruvankadam

.. Petitioner

vs

The Commissioner,
Tirupur City Municipal Corporation,
cum The Managing Director -
Tirupur Smart City Limited,
Tirupur City Municipal Corporation,
Tirupur - 641 604.

.. Respondent

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 upon the disputes arisen between the petitioner and respondent arising out of the Contract Agreement No.TSCL/E1/6630(II-e[i])/2017 executed on 10.05.2021.

For Petitioner : Mr.S.Senthil

For Respondent : Abishek Murthy,
Standing Counsel for



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Arb.O.P (Com.Div.) No.70 of 2025

Tiruppur Corporation

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 arising out of a Contract Agreement dated 10.05.2021 entered into between the petitioner and the respondent. According to the petitioner, certain sums of money are due and payable by the respondent under the said agreement. The said agreement contains an arbitration clause, which is extracted hereunder:

'45. Disputes and Arbitration

45.1. The Dispute Board shall be appointed within 28 days after the effective date.

The Dispute Board shall be one sole member.

List of potential Dispute Board members is: To be notified later.

45.2 Appointment (if not agreed) to be made by: The Institution of Engineers (India), Tamil Nadu Chapter.

45.3 For a contract with a local Contractor

In the case of a dispute between the employer and the



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Arb.O.P (Com.Div.) No.70 of 2025

contractor, the dispute shall be settled by arbitration in accordance with the rules of procedure of the Indian Arbitration and Conciliation Act as in force on the date of the contract.

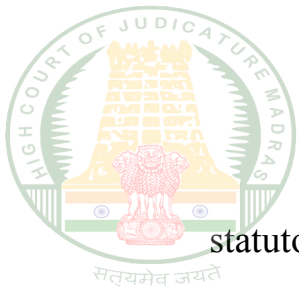
Place of arbitration: Chennai, State of Tamil Nadu, India.

For a contract with a foreign contractor:

In the case of a dispute between the employer and the contractor, the dispute shall be settled by International Arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The Arbitration procedure shall be administered by the Singapore International Arbitration Centre.

Place of Arbitration: Singapore'

3.The petitioner has also invoked arbitration by issuing a notice to the respondent as per Section 21 of the Arbitration and Conciliation Act on 24.12.2024 requesting the respondent to accept for arbitration. Since no reply was received for the said notice, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act. There exists an arbitration clause in the agreement, which is the subject matter of the dispute between the parties and the petitioner has complied with the



Arb.O.P (Com.Div.) No.70 of 2025

statutory requirement under Section 21 of the Arbitration and Conciliation

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4.Mr.Abishek Murthy, learned Standing Counsel accepted notice on behalf of the respondent when this matter was listed for hearing on 10.02.2025. Till date, counter has not been filed by the respondent.

5.Since there exists a valid arbitration clause in the subject matter of the dispute i.e. the Contract Agreement dated 10.05.2021 entered into between the petitioner and the respondent and since there is no consensus between the parties with regard to the name of the Arbitrator and since the petitioner has complied with the statutory requirement under Section 21 of the Arbitration and Conciliation Act by issuing notice to the respondent on 24.12.2024, this Court has to necessarily appoint an Arbitrator as prayed for in this petition.



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Arb.O.P (Com.Div.) No.70 of 2025

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

(a)This Court appoints Hon'ble Mr.Justice Sanjay V.Gangapurwala, Former Chief Justice of this Court, having Office at Durga Mata Mandira Samor, House No.2-2-278, Govardhanagiri, Kharakuwa, Aurangabad - 431 001 (Mobile No.95451 11995) as the Sole Arbitrator to adjudicate the dispute arising out of the Contract Agreement dated 10.05.2021, 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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Arb.O.P (Com.Div.) No.70 of 2025

19.03.2025



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Arb.O.P (Com.Div.) No.70 of 2025

ABDUL QUDDHOSE, J.

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Arb.O.P (Com.Div.) No.70 of 2025

19.03.2025