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Arb. O.P. (Com. Div.) No.202 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.06.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb. O.P. (Com. Div.) No.202 of 2025

M/s. INGRAM MICRO INDIA PRIVATE LIMITED

Having registered office at 5th floor,

Empire Plaza, Building A,

LBS Marg Vikhroli West

Mumbai 400083

... Petitioner

vs.

J.SULOCHANA

... Respondent

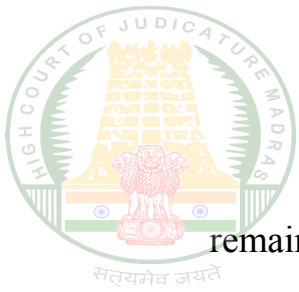
Prayer : Arbitration Original Petition (Commercial Division) has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 to appoint a sole arbitrator and to refer the dispute between the Petitioner and Respondent to Arbitration, in terms of the Arbitration Agreement between the parties and as provided under the provisions of the Arbitration and Conciliation Act, 1996.

For Petitioner : Ms.Imayavaramban

For Respondent : Set Ex-parte

ORDER

As directed by this Court, the Registry has printed the name of the respondent in the cause list today. The notice sent to the respondent has been duly served. The same has also been recorded by this Court through this Court's order, dated 03.06.2025. Till date, the respondent



remains unrepresented. Hence, the respondent is set ex-parte by this

WEB COURT.

2. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an arbitrator by this Court.

3. There seems to be a dispute between the petitioner and the respondent arising out of the Lease Agreement, dated 29.06.2021. There exists an arbitration clause in the Lease Agreement, dated 29.06.2021 and the same is extracted hereunder :-

20. ARBITRATION All disputes, differences and questions arising directly or indirectly out of, in connection with or in relation to this Agreement, including without limitation all disputes differences relating to the validity, interpretation, construction, performance, and enforcement of this Agreement shall be settled by mutual discussions. However, if no such settlement is reached, the matter shall be referred to sole arbitrator, to be appointed by Parties mutually. The decisions of the Arbitrator shall be final and binding on both the parties hereto. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereof.

4. The petitioner has invoked the arbitration in accordance with the arbitration clause by issuing notices to the respondent on 03.06.2024 and 29.08.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. A reply has also been sent by the



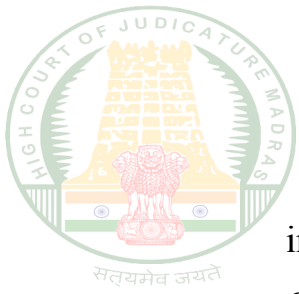
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respondent on 17.09.2024 to the notice, dated 29.08.2024 sent by the petitioner. Since there is no consensus between the parties with regard to the name of the Arbitrator, this petition has been filed before this Court under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator by this Court. Since the contract, which is the subject matter of the dispute between the parties contains an arbitration clause 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 and the respondent has been set ex-parte by this Court, necessarily, this Court will have to appoint an Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996.

5. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-

a) This Court appoints Ms.Varuni Mohan, Advocate, who is having office at No.8, Lakshmi Illam, Pondicherry Road, Kotturpuram, Chennai – 600 085 (Mobile No.8861787859) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the Lease Agreement, dated 29.06.2021.

(b) The Arbitrator shall be paid her remuneration / fees



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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.

12.06.2025

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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ABDUL QUDDHOSE, J.

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