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Arb.O.P.(Com. Div.) No.164 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.07.2025

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) No.164 of 2025

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

... Petitioner

Vs.

Roopa

... Respondent

PRAYER: Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 to appoint an arbitrator to adjudicate the disputes that have arisen between the petitioner and the respondent under the contract / work order bearing No.JL/61/KA01/02146/E dated 28.08.2023.

For Petitioner : A. R. Karuna Karan

For Respondent : S. Thiruvengadam

ORDER

Learned counsel for the respondent has stated no objection for the appointment of an arbitrator by this Court. This petition has been filed under

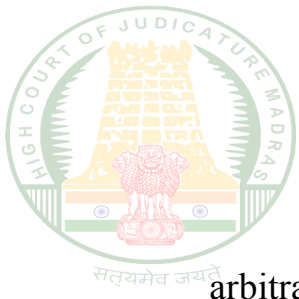


Section 11 of the Arbitration and Conciliation Act, seeking for appointment
of an Arbitrator by this Court.

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2. There seems to be a dispute between the petitioner and the respondent arising out of the work order dated 28.08.2023. The work order contains an arbitration clause, which is extracted hereunder:

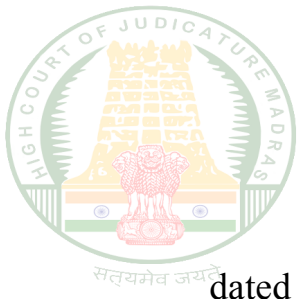
"If any dispute, controversy or claim between the parties arises out of or in connected with this contract, including its existence, breach, termination or validity thereof, then the dispute shall be finally resolved by Arbitration as per the provisions of Arbitration and Conciliation, 1996 and the Rules 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. "



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3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 07.01.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The notice sent to the respondent has been returned “unserved”. Since there is no consensus between the parties with regard to the name of the Arbitrator, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator.

4. Till date counter has not been filed in this petition despite sufficient opportunities having been granted by this Court for filing the same. The learned counsel for the respondent submits, on instructions, that no payments are due and payable by the respondent to the petitioner. According to her, all the payments have already been made to the petitioner. Therefore, she claims that the claim made by the petitioner is not an arbitrable dispute. The contentions of the respondent can only be raised before the arbitrator and not before this Court, while deciding an application under Section 11 of the Arbitration and Conciliation Act, 1996.



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5. Admittedly, there exists an arbitration clause in the work order dated 28.08.2023, which is the subject matter of dispute between the parties.

The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 07.01.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been sent by the respondent to the same. Admittedly, there is no consensus between the parties with regard to the name of the arbitrator. In view of the same, this Court has to necessarily appoint an arbitrator as prayed for in this petition.

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

(a) Mrs. Chitra Narayan, Advocate, who is having office at No.3E, Kgeyes Eternity, Parvathy Street, Kalakshetra Colony, Besant Nagar, Chennai - 600 090 (Mobile No.90940 31934) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondent arising out of the work order dated 28.08.2023;

(b) The Arbitrator shall be paid her 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;



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(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.

7. Liberty is granted to the respondent to raise all objections before the arbitrator either by filing an application under Section 16 of the Arbitration and Conciliation Act, 1996, or through the counter filed in the main arbitration claim filed by the petitioner.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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ABDUL QUDDHOSE. J.,

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