



1/23

Arb O.P No. 82 of 2023

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P No. 82 of 2023

1. Southern Asia Division of Seventh Day Adventists (SUD)

Represented by its President,

Jeevan Jyothi Campus,

HCF, Hosur, Tamilnadu.

2. South East India Union of Seventh Day Adventists (SEIU)

Represented by its President,

No.197, GST Road,

Vandalur, Chennai-600 048.

Applicant(s)

Vs

Pastor Sam Sudhakar

S/o.Late Pastor E.V.Samuel,

No.25, Benwells Road,

Tiruchirapalli-620001

Respondent(s)



WEB COPY

PRAYER Petition filed under Section 34(2) of the Arbitration and Conciliation Act, 1996, praying to set aside the Arbitral Award dated 10.02.2022 in Arbitration Case No.1 of 2021 passed by the Arbitral Tribunal consisting of the sole Arbitrator Dr.Fr.A.Xavier Arulraj, Senior Advocate, Chennai.

For Applicant(s): Mr.Godson Swaminath for
M/s.ISSAC Chambers

For Respondent(s): Mr.Abdul Mubeen
and Mr.K.Ezhumalai

ORDER

This petition has been filed under Section 34 of the Arbitration and Conciliation Act, 1996 (for the sake of brevity, hereinafter referred to as 'the Act') challenging the Arbitral Award dated 10.02.2022, passed by the sole Arbitrator.

2.The case of the petitioners is that petitioners are the denominational unit of Christianity having its constituent units across the



WEB COPY

globe. One such unit is based in Tamilnadu having its headquarters at Trichy. The said unit functions under the South East India Union, which is controlled by the Southern Asia Division of the Church.

3.An Agreement dated 13.03.2014 was entered into between the former President of the Church for resolution of differences and litigation in order to end the confusion that had stalled the elections and for proper administration of the Church.

4.An Agreement dated 13.03.2014 was also entered into by the petitioners with the respondent. As per this Agreement, the respondent was expected to convene a meeting of the eligible members of the Executive Committee and to make arrangements for conducting the election. The respondent agreed not to seek for any re-election or to hold any administrative office. Instead, the petitioners agreed to provide a role suitable to the respondent considering his experience and training by fixing



WEB COPY

a salary. The respondent was expected to carry out only the essential functions of office of the President and the Agreement basically contemplated transitioning of the respondent from the administration to a regular position by taking into account his experience and training.

5.The further case of the petitioners is that in line with the said Agreement, the respondent was also provided with an appointment as Marketing Manager in one of the publishing Company functioning under the Church on 27.06.2014. However, the respondent did not take up the employment and he was continuing to hold the post of an Administrator. The elections were also not conducted and the elections were stalled due to various litigations orchestrated by the respondent and his brother. Ultimately, due to the intervention of the Apex Court, the election process was able to be completed only in the year 2018.



WEB COPY

6.The respondent through a notice dated 25.09.2019, informed the petitioners that the election has already been conducted as per the Agreement and that the appointment has not been provided to the respondent and the respondent has also incurred various expenses towards Court cases. Since the dispute has not been resolved, the respondent issued this notice for referring the dispute for arbitration.

7.A petition was filed before this Court in O.P.No.597 of 2020 by the respondent and by an order dated 10.02.2021, this Court appointed a sole Arbitrator.

8.The respondent filed a claim petition and made the following claims:

[a] direct the respondents to allocate a gainful employment to the claimants experience with due consideration of possible promotions and hike in the salary range retrospectively from



6/23

Arb O.P No. 82 of 2023

WEB COPY

29.05.2014, the date of election conducted as per the agreement.

[b] direct the respondents to pay all the benefits and all other perks and allowances admissible to claimant as per the Policies of the Registered Company of SERVSDA from April 2014 to the date of award and paid with the arrears duly calculated for the above said period.

[c] direct the respondents to calculate and credit with interest, the dues recovered/recoverable towards Provident Fund Contribution into PF account of the Claimant.

[d] direct the respondents to pay a sum of Rs.4,50,000/- towards extra Ordinary Medical Expenses together with interest at the rate of 18% per annum.

[e] direct the respondents to pay the recovery made towards the House Maintenance from the salary paid since November 2009 upto March 2014 and payable from April 2014 to the date of vacation of the quarters on the assignment of gainful employment.



WEB COPY

[f] direct the respondents to pay the expenses incurred by the claimant on the maintenance of the office of the North Tamil Conference at Rs. 10,000/- per month for the period from July 2012 to April 2018 (70 months) which works out to Rs. 7,00,000/-.

[g] direct the respondents to pay 100% of the legal fees of Rs. 50.00 lakh as per the Indemnification Clause of the Bylaws or reimbursement of atleast 50% of the legal fees and other expenses for the litigations which works out to Rs. 25.00 lakh with an interest of 18% per annum from the date of Agreement to the date of payment

[h] direct the respondents to pay the expenses incurred by the Claimant on the criminal issues and cases arose due to the criminal conspiracy against him as the President of NTC as per the Bylaws of NTC and thus render justice.



WEB COPY

9.The petitioners filed a statement of defence. They refuted the claim made by the respondent. They also raised the issue of limitation on the ground that the claim itself is barred.

10.The sole Arbitrator on considering the claim statement filed by the respondent and the statement of defence filed by the petitioner, framed the following issues:

i) Whether the Claimant is entitled to get relief under the agreement dated 13.03.2014, entered into between the Claimant and the Respondents? Is not the Claim of the Claimant barred by limitation after a lapse of five years from the date of agreement dated 13.03.2014?

ii) Whether the Respondents are liable to allocate a gainful employment to the Claimant w.e.f. 29.04.2014 as per the agreement? Whether the Claimant had repudiated the agreement by not responding to the offer of employment in June 2014? What will be the impact of Excommunication -



WEB COPY

Disfellowship of the Claimant from the primary membership dated 07.03.2015 over the employment?

iii) Whether the Respondents are liable to pay all the benefits to the Claimant as per the Policies of the Company SERVSDA functioning under the Chairmanship of R 1 from April 2014, with arrears and interest, compensating the loss of money value due to inflation? Whether the principle of 'No Work, No Pay' will apply to the Claimant?

iv) Whether the Claimant is entitled for the cost of the litigation paid by the Respondents? Whether the Claimant is entitled for litigation expenses, when litigating against the Organization or entitled for indemnification?

v) What are the reliefs entitled to the Claimant as per the agreement and as per the provisions of the Arbitration Clause of the Articles of the Association of the Registered Company - SERVSDA-and other Respondents? Whether the Claimant has complied with the terms of the agreement dated 13.03.2014?



10/23

Arb O.P No. 82 of 2023

WEB COPY

11.Ex.C1 to Ex.C81 was marked on the side of the respondent and Ex.R1 to Ex.R29 were marked on the side of the petitioners.

12.The sole Arbitrator allowed Claim Nos.1, 2 and 3 in toto and partly allowed Claim Nos.4, 5 and 6. Insofar as Claim Nos.7 and 8 are concerned, it was rejected. Aggrieved by the same, the present petition has been filed before this Court.

13.This Court has carefully considered the submissions made on either side and also the materials available on record.

14.Broadly two issues arises for consideration in this petition and they are:

a) Whether the claim made by the respondent is an arbitrable claim and



11/23

Arb O.P No. 82 of 2023

WEB COPY

b) Whether the claim made by the respondent is barred by limitation.

15.The non-arbitrability of the disputes can be categorized into two and they are, the dispute which is not arbitrable as per the Agreement and the dispute which is not arbitrable under law. Insofar as cases which falls in the second category, they are in the nature of public policy matters and which falls within the definition of a right in rem.

16.The law on this issue was dealt with in extenso in ***Vidya Drolia and Others vs. Durga Trading Corporation and Others*** reported in **2021 2 CTC 673** by a three member Bench of the Apex Court.

17.The respondent is admittedly a Pastor working in the Church. He was initially a President of North Tamil Conference (NTC), Trichy. He was continuing to hold this position and not conducting the elections. In order



12/23

Arb O.P No. 82 of 2023

WEB COPY

to bring to an end the stalemate and to conduct the election and to facilitate the smooth administration of the NTC, an Agreement was entered into by the petitioners and the respondent. As per the Agreement, the respondent was supposed to conduct the election within the stipulated time frame, withdraw all the pending cases and not to further indulge in any litigation process and not to contest the election and decline any administrative office in NTC, if offered. The petitioners on their side agreed to assign a new position for the respondent, reimburse half of the legal expenses if the respondent withdraw the pending cases and to pay all the financial dues.

18.Pursuant to the above Agreement, elections were conducted on 29.05.2014 and new set of office bearers were also elected.

19.The brother of the respondent started a litigation by challenging the elections and interim orders were passed. After sometime, the petitioners moved this Court by filing CRP (PD)(MD) No.2574 of 2015



13/23

Arb O.P No. 82 of 2023

WEB COPY

and on 16.04.2018, the interim order was set aside and the suit itself was struck off. In the meantime, the respondent also filed a suit and this was severely commented upon by this Court while disposing of the Civil Revision Petition. All this was done to ensure that the respondent continued in the same position.

20. An appeal was filed before the Apex Court and the Apex Court by an order dated 07.05.2018 modified the order passed in the Civil Revision Petition and directed the NTC elections to be conducted by the Election Officer and the President and Secretary were permitted to be present at the time of election.

21. After the elections were conducted, the respondent in the year 2019, issues a legal notice on 25.09.2019 and triggers arbitration proceedings.



14/23

Arb O.P No. 82 of 2023

WEB COPY

22.The main ground that was raised on the side of the petitioners is that the very claim itself is barred by limitation, since the employment was offered to the respondent as early as on 26.07.2014 and the respondent had chosen not to join and that the respondent cannot be allowed to revive a claim that arose in the year 2014, in the year 2019. This is more so since the respondent, by letter dated 27.11.2014, had expressed his intention not to take up the employment.

23.The learned Arbitrator while dealing with above issues, in more than one place has stated that limitation is only a technical plea and that the contract in question is not a commercial contract nor it is a monetary contract. But it is a contract arising from a religious body, with noble intentions and therefore, an Agreement entered into with a real Christian intention, cannot be squandered away on technicalities. In fact, the learned Arbitrator goes on to quote from the Gospel of St. Mark and has rendered the following findings:



WEB COPY

Thus, the followers of Jesus by nature cannot afford to be ambitious after power, money and position. However, the ways of the world are seeping in to the Church of various denominations. The above dispute is also a sad saga of the same, running deep in to the body of the Church for more than a decade. There is no external panacea, except that of a genuine and repentant internal self-examination, of every individual member and that of community, to return from the subjective truth to the fullness of Truth, which is the sole pursuit of Christianity.

24. The aforesaid observations virtually gives an impression that the dispute is primarily ecclesiastical in nature. If that is the case, it becomes a non-arbitrable issue since it cannot be enforced through an Arbitrator. However, this Court does not want to render any positive finding on this issue, since this Court finds that the very claim made by the respondent is hopelessly barred by limitation.



WEB COPY

25. There is no dispute with regard to the fact that the Agreement was entered into between the petitioners and the respondent on 13.03.2014.

As per the Agreement, the respondent was supposed to conduct the elections within the time frame and give up his position in any administrative capacity and take up the position given by the petitioners.

Accordingly, the petitioners acted upon this Agreement and provided an employment to the respondent through letter dated 27.06.2014 (EX.C.17).

The respondent was appointed as a Marketing Manager in one of the publishing Company functioning under the Church. On 26.11.2014, respondent has sent a mail to the petitioners and has stated that he is not in a position to take up the employment and he has given his own reasons.

26. The respondent has managed to hold the position as a President in the Administrative side. This conduct of the respondent has been commented adversely by this Court while passing order in CRP

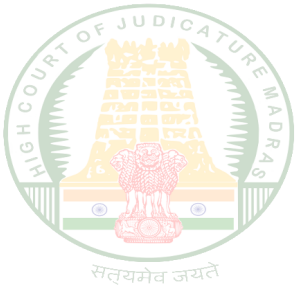


17/23

Arb O.P No. 82 of 2023

WEB COPY

(PD)(MD) No.2574 of 2015 dated 16.04.2018 (EX.C.48). This Court held that the respondent was elected as a President of NTC in the year 2007 and this post was held by him till 2012. In spite of entering into an Agreement with the petitioners on 13.03.2014, the respondent managed to continue as a President. Civil proceedings were orchestrated by the brother of the respondent challenging the decision taken to conduct the election by convening the meeting on 29.05.2014. This Court found that the suit was filed at the instance of the respondent to stop the election. The respondent himself instituted a separate suit and sought for interim orders. As against the interim orders granted by the Court below, the Civil Revision Petition came to be filed before this Court. This Court held that the respondent was continuing to hold on to the post by virtue of creating various disputes by setting up false claims through his brother and had stalled the elections continuously. Accordingly, this Court vacated the interim order and struck off the suit.



18/23

Arb O.P No. 82 of 2023

WEB COPY

27. When the appeal was filed before the Apex Court, it was disposed of by an order dated 07.05.2018 by modifying the order passed by this Court by appointing an Election Commissioner to conduct the election with the assistance of the President and Secretary.

28. It is thus clear that the respondent refused to join the employment and was orchestrating litigations and stalling the elections and after the elections were conducted pursuant to the orders passed by the Apex Court, chose to issue a Trigger Notice in the year 2019. The petitioners had already fulfilled their obligations by providing employment to the respondent through appointment order dated 27.06.2014. If really the respondent was not interested and wanted to raise a dispute, he ought to have started the process immediately. Very curiously, the respondent waits till the entire election was over in the year 2018 and thereafter, he issues the Trigger Notice in the year 2019.



19/23

Arb O.P No. 82 of 2023

WEB COPY

29.The learned sole Arbitrator has held that the issue of limitation is a technical issue and it should not be put against the respondent. The respondent is claiming his right under the Agreement dated 13.03.2014. Just because, the respondent was communicating with the petitioners on various election disputes, that does not in any way extend the period of limitation. The petitioners have rightly taken the stand that the respondent had no right to raise the issue nearly after five years seeking for employment and other reliefs and that whatever had taken place between the year 2014-2018 had nothing to do with the present dispute and it cannot save the limitation.

30.The sole Arbitrator while dealing with this issue has rendered a finding that time is not essence of the contract and that it is not a commercial contract and it is a contract arising from a religious body with noble intention and therefore, it cannot be rejected on technicalities. Just



20/23

Arb O.P No. 82 of 2023

WEB COPY

because the respondent managed to continue as a President and was holding an administrative post, unfortunately, the learned sole Arbitrator has found it in favour of the respondent and held that the respondent held the post till 16.04.2018 and therefore, the limitation arose only thereafter.

31.The above finding rendered by the learned sole Arbitrator suffers from perversity, since no prudent man on going through the materials will reach such a conclusion. This Court also finds the above finding of the sole Arbitrator to suffer from patent illegality, since it militates against a substantive law viz., the Limitation Act which provides for the period of limitation. This finding also shocks the judicial conscience of this Court, since the respondent who had orchestrated litigation and was holding on to the position of the President and which was adversely commented upon by this Court, has been permitted to raise a claim and it has also been allowed by the Arbitrator.



21/23

Arb O.P No. 82 of 2023

WEB COPY

32. In the considered view of this Court, the claim made by the respondent is hopelessly barred by limitation and the Award suffers from perversity and patent illegality and it also shocks the judicial conscience of this Court. Hence, the same is not sustainable and it has to be necessarily interfered by this Court.

33. In the result, the Award passed the sole Arbitrator dated 10.02.2022, is hereby set aside and this petition is allowed by imposing a cost of Rs.5 Lakhs payable by the respondent to the petitioners.

09-10-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

ssr



WEB COPY



22/23

Arb O.P No. 82 of 2023

To

Pastor Sam Sudhakar
S/o.Late Pastor E.V.Samuel,
No.25, Benwells Road,
Tiruchirapalli-620001



WEB COPY



23/23

Arb O.P No. 82 of 2023

N.ANAND VENKATESH J.

SSR

Arb O.P No. 82 of 2023

09-10-2025