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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-09-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 219 of 2025

Sri Sankara College of Ayurveda
rep by its Chairman
Prof.B.Sivaramakrishnan,
Sannasipatti, Poolankulathupatti,
Tiruchirapalli-620009.

Petitioner(s)

Vs

Tamilnadu Tourism Development Corporation Limited,
Rep by its Managing Director,
Tamil Nadu Tourism Complex,
No.2 Wallajah Road, Triplicane,
Chennai-600002.

Respondent(s)

PRAYER Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, to Appoint a Sole Arbitrator under Section 11(5) of the Arbitration and Conciliation Act 1996 and refer all the disputes arising out of the agreement



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Petition.

dated 20.10.2008 to arbitration and direct the Respondent to pay the costs of the

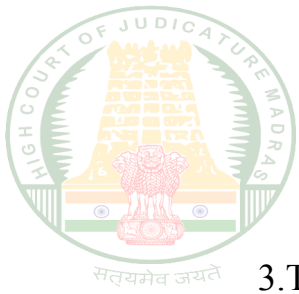
For Appellant(s): Ms.J.Aparna

For Respondent(s): Mr.P.Ramanlal
Additional Advocate General
assisted by
Mr.T.Arun Kumar
Additional Government Pleader &
Mr.R.Siddharth
Additional Government Pleader

ORDER

This petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 for the appointment of a sole Arbitrator in order to refer the dispute that has arisen between the parties under the Agreement Dated 20.10.2008.

2.Heard Ms.J.Aparna, learned counsel appearing on behalf of the petitioner and Mr.R.Ramanlal, learned Additional Advocate General appearing on behalf of the respondent.

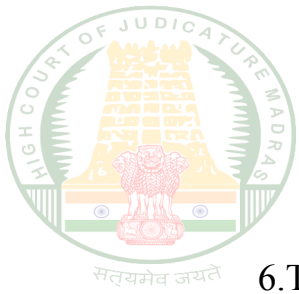


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3.The case of the petitioner is that they participated in the tender that was floated by the respondent for establishing bamboo cottages and ayurveda center at the hotel section of the respondent's beach resort complex at Mamallapuram. The petitioner was the successful bidder and the parties entered into an Agreement dated 20.10.2008.

4.There was a dispute between the parties and ultimately, it ended with the Termination Notice dated 09.12.2013 issued by the respondent, wherein, the respondent evaded to take over the cottages. Attempts were made to resolve the dispute. But however, there was no meeting point.

5.The petitioner had earlier approached this Court and filed a writ petition in W.P.No.33998 of 2015. The writ petition was ultimately disposed of on 31.01.2022 on the ground that the Agreement between the parties provides for arbitration and granted liberty to the petitioner to proceed with the arbitration as envisaged the Agreement.



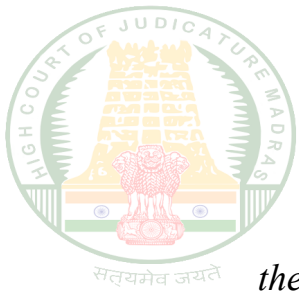
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6.The petitioner once again approached the respondent seeking to resolve the matter amicably. But however, the respondent unilaterally decided to take back the materials available at the bamboo cottage. Under such circumstances, notice dated 20.01.2025 was issued and the petitioner had proposed the name of an Advocate as a sole Arbitrator. In spite of the receipt of the notice, there was no response from the respondent. It is under these circumstances, the present application has been filed before this Court for appointment of a sole Arbitrator.

7.The main ground that was raised by the learned Additional Advocate General appearing on behalf of the respondent is that the claim made by the petitioner is hopelessly barred by limitation. When the matter came up on 15.09.2025, this Court after hearing both sides, passed the following order:

The main ground urged by the learned Additional Advocate General appearing on behalf of the respondent is that the very claim made by the petitioner is barred by limitation.

2. Per contra, the learned counsel appearing for the petitioner submitted that it is a continuing cause of action and

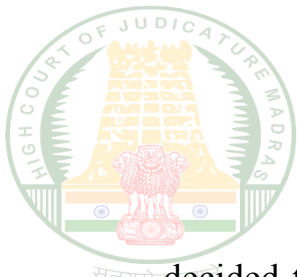


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therefore, every time there is a breach, a fresh cause of action arises. The learned counsel also brought to the notice of this Court the order passed in W.P.No.33998 of 2015 dated 31.01.2022 and submitted that it is only pursuant to the liberty granted by this Court, the petitioner initiated arbitral proceedings by issuing the trigger notice dated 20.01.2025.

3. Post this petition under the caption “for orders” on 22.09.2025.

8. When the matter was taken up for hearing today, the learned Additional Advocate General appearing on behalf of the respondent by pointing out to my earlier order passed in Arb.O.P.(Comm.Div.)No.319 of 2025 dated 16.09.2025, submitted that this Court had not taken into consideration the judgement of the three members Bench in ***Elfit Arabia and another vs. Concept Hotel Barons Limited and Others*** reported in ***2024 SCC Online SC 1739***. The learned Additional Advocate General submitted that the very same Bench which decided the case in ***Goqii Technologies Private Limited vs. Sokrati Technologies Private Limited*** reported in ***2025 2 SCC 192*** in November 2024,



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decided the same issue earlier in *Elfit Arabia and another vs. Concept Hotel Barons Limited and Others* reported in **2024 SCC Online SC 1739** and held as follows:

10. The facts of the present case undoubtedly fall within the narrow compass of interference that courts must exercise at this stage. If this Court were to refer the dispute to arbitration, it would amount to compelling the parties to arbitrate a 'deadwood' claim that is ex-facie time-barred.

9.The learned counsel for the petitioner reiterated the earlier stand taken on 15.09.2025 and submitted that continuing breach has given rise to continuing cause of action and therefore, the claim is not barred by limitation.

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

11.This Court while passing the earlier order in Arb.O.P.(Comm.Div.)No.319 of 2025 dated 16.09.2025, after analysing all the

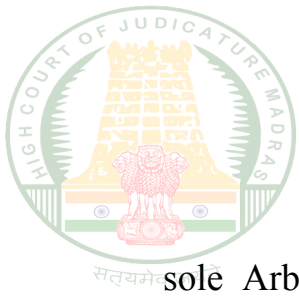


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judgements on the point, came to a conclusion that objections on the ground of limitation and accord and satisfaction, including deadwood has to necessarily go only before the Arbitral Tribunal for adjudication. In spite of the best efforts taken by this Court, this Court was not able to reconcile the various judgements of the Apex Court. Therefore in order to fall in line and follow a precedent as it is, this Court came to such a conclusion.

12.Taking into consideration the earlier order passed by this Court in Arb.O.P.(Comm.Div.)No.319 of 2025 dated 16.09.2025, this Court comes to a conclusion that all the objections that are now raised by the respondent touching upon the issue of limitation, has to be necessarily raised only before the learned Arbitrator and probably even as a preliminary issue.

13.In the of the above, this Court is inclined to to appoint a sole Arbitrator. Mr.V.P.Raman, Advocate, Flat - 02, 4th Floor, Ajay Apartments, New No.15, Old No.7, Hanumantha Road, Balaji Nagar, Royapettah, Chennai 600 014 [Mobile:9840885757] email: vpramanoffice@gmail.com is appointed as



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sole Arbitrator. The sole Arbitrator is requested to enter upon reference, adjudicate upon arbitrable disputes that have arisen between the parties. The Arbitrator shall hold sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Hon'ble sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

14. This petition is disposed of in the above terms. No Costs.

22-09-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

1.The Managing Director,
Tamilnadu Tourism Development Corporation Limited,
Tamil Nadu Tourism Complex,
No.2 Wallajah Road,
Triplicane, Chennai-600002.

2.Mr.V.P.Raman,
Advocate,
Flat - 02, 4th Floor,
Ajay Apartments,
New No.15, Old No.7,
Hanumantha Road, Balaji Nagar,
Royapettah, Chennai 600 014
[Mobile:9840885757] email: vpramanoffice@gmail.com

3.The Director
Tamil Nadu Mediation and Conciliation
Centre-cum-Ex-Officio Member
Madras High Court Arbitration Centre
Chennai - 104.



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Arb O.P(COM.DIV.) No. 219 of 2025

N.ANAND VENKATESH J.

SSR

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