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Arb O.P(COM.DIV.) No. 4
of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-11-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 466 of 2025

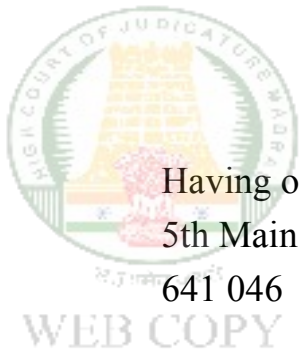
Mr.Michael Francis
S/o. Mr.Jeganathan,
Director of Mahaim Prefabs Pvt Ltd.,
Don Bosco Hr Sec School,
130, Madhavaram, High Road,
Perambur, Chennai 600 011
now present address in having office at
99/42KC Garden 4th Street, Peravallur,
Jawahar Nagar, Chennai 600 082

Petitioner

Vs

Mr.Namasivayam AKA Shiva
S/o. S.Sankaramahalingam Rep through a
General Power of attorney M/s. The
Project Box
having their office at 44,301
Vajiram Towers, Thamizh Salai,
Halls Road, Egmore, Chennai 600 008

and also having another office at CEO
Project Box Kattidakalai (OPC) Pvt Ltd.,



Arb O.P(COM.DIV.) No. 4
of 2025



Having office at 12/20, Gurusamy Nagar,
5th Main Road, Vadavalli, Coimbatore
641 046

Respondent

PRAYER

To pass on order appointing an arbitrator for resolving the dispute between the petitioner and the respondent in pursuant to clause 13 Agreement dated 26.05.2023 towards refund of payment liabilities between the petitioner and the respondent

For Petitioner: Mr.N.G.P.Raja Ram

For Respondent: No appearance

ORDER

This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate and decide the dispute between the petitioner and the respondent arising out of the agreement dated 26.05.2023.

2. When this petition came up for hearing on 07.08.2025, this Court passed the following order:-

“This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) seeking for appointment of an Arbitrator by this Court.

2. There seems to be a dispute between the petitioner and the respondent arising out of the Memorandum of Understanding (MoU) dated 26.05.2023. There exists an arbitration clause in



the MoU dated 26.05.2023 and the same is re-produced hereunder:-

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13. All disputes between parties if not settled amicably shall be subject to Arbitration and Conciliation Act.

14. The jurisdiction of the Court shall be Chennai only, if either party intends to file application for setting aside the arbitral award.

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 27.12.2024 to comply with the requirements of Section 21 of the Act. The respondent has not sent any reply for the same.

4. Since there exists an arbitration clause in the MoU dated 26.05.2023, and since the petitioner has complied with the statutory requirements of Section 21 of the Act by issuing notice to the respondent on 27.12.2024, and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court is issuing notice to the respondent through Court as well as privately returnable by 26.08.2025. ”

3. Pursuant to the above order, notice was permitted to be served on the respondent. But, however, it was returned. In view of the same, this Court ordered for effecting paper publication. Accordingly, paper publication has been effected and affidavit of service has been filed. Even though the name of the respondent is printed in the cause list, there is no appearance either in person or through counsel.



4. In view of the above, this Court finds that there is a valid agreement in line with Section 7 of the Arbitration and Conciliation Act, 1996, which contains an arbitration clause. Hence this Court is inclined to appoint a sole Arbitrator in this case. Accordingly, Mr.V.Srikanth, Advocate, having address for service at M-14-A, Singapore Plaza, 337, Linghi Chetty Street, Chennai 600 001, Mobile No.98400 75512 is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the agreement dated 26.05.2023, adjudicate the arbitral disputes that have arisen between the parties by holding the sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017.

5. This original petition is disposed of in the above terms. There shall be no order as to costs.

03-11-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

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Arb O.P(COM.DIV.) No. 4
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1. Mr.V.Srikanth

M-14-A, Singapore Plaza

337, Linghi Chetty Street

Chennai 600 001

Mob No.98400 75512

2. The Director

Tamil Nadu Mediation and Conciliation

Centre-cum-Ex-Officio Member

Madras High Court Arbitration Centre

Chennai 600 104



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VENKATESH J.

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466 of 2025

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