



Arb O.P(COM.DIV.) No. 455 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. 455 of 2025

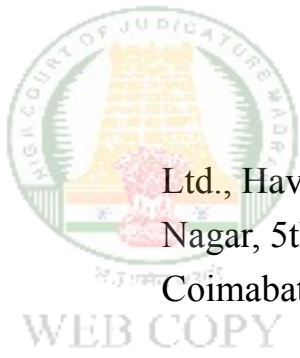
Mr.Michael Francis
S/o.Mr.Jeganathan,
Director of Mahanaim Prefabs Pvt. Ltd.,
Don Bosco Higher Secondary School
Thiruvannamalai District
Polur 606 803
Now present address in
Having office at 99/42
KC Garden 4th Street Peravallur,
Jawahar Nagar, Chennai-600 082

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-600008.

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



Ltd., Having Office at 12/20, Gurusamy
Nagar, 5th Main Road, Vadavalli
Coimbatore-641046.

Respondent

PRAYER

To pass an order appointing an arbitrator for resolving the dispute between the petitioners and the respondents in pursuance to clause 13 Agreement dated 09.01.2023 towards refund of payment liabilities between the petitioner and the respondent

For Petitioner: Mr. N.G.P. Rajaram

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 09.01.2023.

2. When this petition came up for hearing on 05.08.2025, this Court passed the following order:-

“This petition has been filed under Section 11 of the Arbitration and Conciliation 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/Agreement dated 09.01.2023. In the said Memorandum of Understanding/Agreement, there exists an



arbitration clause, which is extracted hereunder:

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

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 Arbitration and Conciliation Act, 1996. No reply has been received for the same.

4. Since there exists an arbitration clause in the contract, which is the subject matter of the dispute between the parties and since the petitioner has invoked arbitration in accordance with the arbitration clause by complying 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, this Court is issuing notice to the respondent, returnable by 26.08.2025. Private notice is also permitted."

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 09.01.2023, 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

ss

To

1. Mr.V.Srikanth

M-14-A, Singapore Plaza

337, Linghi Chetty Street

Chennai 600 001 (Mob No.98400 75512)



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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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N.ANAND
VENKATESH J.

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