



Arb.O.P.(Com.Div.) No. 386 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.08.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com.Div.) No. 386 of 2025

M/s. Work Easy Space Solutions Private Limited,
Represented by its Authorized Signatory,
Saravanan Subbiah

... Petitioner

Vs.

M/s. Transnodes Private Limited

... Respondent

Prayer : Petition filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to resolve the disputes between the petitioner and the respondent in terms of Clause 4.7.4 of the Service Agreement dated 17.09.2021.

For Petitioner : Ms. M.B. Ramya

For Respondent : Set exparte

ORDER

As directed by this Court on 31.07.2025, the petitioner has effected substituted service on the respondent by effecting paper publication. The paper publication has been filed along with the affidavit of service. The name of the respondent has also printed in the cause list today. The



respondent remains unrepresented. Hence, the respondent is set ex parte

by this Court.

2. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, seeking for the appointment of an arbitrator by this Court.

3. There seems to be a dispute between the petitioner and the respondent arising out of the Service Agreement dated 17.09.2021. Thereafter, Addendum to the Service Agreement was also entered into between the parties on 30.08.2022. There exists an arbitration clause in the Service Agreement dated 17.09.2021 and the same is extracted hereunder: -

“9.3. Arbitration: All disputes arising out of this agreement will be resolved as far as possible through mutual discussion and negotiation, failing which the dispute shall be referred to arbitration by a Sole Arbitrator to be appointed mutually by both the Parties and failing such agreement, as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Chennai and the language of arbitration shall be



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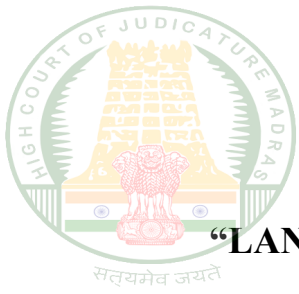
English. Both parties shall equally bear the Arbitrator's fee and cost of arbitration proceedings.”

4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 06.11.2024 and has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondent has also chosen not to send any reply to the arbitration invocation notice dated 06.11.2024 sent by the petitioner.

5. 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 complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since the respondent has been set ex parte by this Court, 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) **Ms. Amina Hussain, who is having Office at No.17, GA**



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“LANDMARK” Sait Colony 1st Street, Egmore, Chennai – 600 008,

WEB COPY (Mobile No.979173936) is appointed as the Sole Arbitrator to adjudicate the dispute between the parties arising out of the Service Agreement dated 17.09.2021.

(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;

(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. No cost.

26.08.2025

Index: Yes/ No

Neutral citation : Yes / No

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