



Arb.O.P.(Com.Div.) No. 349 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.08.2025

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THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com.Div.) No. 349 of 2025

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

... Petitioner

Vs.

M/s. Novatium Solutions 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 4.7.3 of the Service Agreement dated 25.09.2020.

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 25.09.2020. Thereafter, Addendum to the Service Agreement was also entered into between the parties on 27.06.2023. There exists an arbitration clause in the Service Agreement dated 25.09.2020 and the same is extracted hereunder: -

“9. GOVERNING LAW AND JURISDICTION.

9.1. Governing law. This Service Agreement shall be governed by the applicable laws of India.

9.2. Jurisdiction. The courts in Chennai, Tamil Nadu shall have appropriate jurisdiction in the event of any disputes between the Parties.

9.3. Arbitration: Any and all disputes arising out of this agreement will be resolved as far as possible through



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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 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.



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WEB COPY 6. Accordingly, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

a) **Mr.Gautam S. Raman, Advocate, having office at No.89, Kasturi Avenue, MRC Nagar, R.A.Puram, Chennai - 28 (Mobile No.9940071160)** is appointed as the Sole Arbitrator to adjudicate the dispute between the parties arising out of the Service Agreement dated 25.09.2020.

(b) The Arbitrator shall be paid his 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.

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Index: Yes/ No

Neutral citation : Yes / No

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