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Arb.O.P.(Com. Div.) No.308 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.08.2025

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) No.308 of 2025

M/s.Redington Limited,
Block 3, Plathin, Redington Tower,
Inner Ring Road, Saraswathy Nagar West,
4th Street, Puzhuthivakkam,
Chennai – 600 091.

... Petitioner

Vs.

M/s.Taashee Linux Services Private Limited,
Smartworks, Raheja Mindspace,
Building 3A, 1st Floor, Mindspace,
TSIIC Software Layout, Hi-tech City,
Cyberabad, Hyderabad, Shaikpet,
Telangana – 500 081.

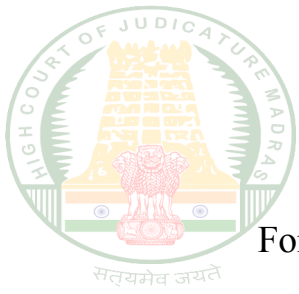
... Respondent

PRAYER: Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleased to

(a) appoint a Sole Arbitrator in furtherance of Clause 20 of the 'Terms and Conditions' enumerated in the Invoices to adjudicate upon the disputes/differences between the petitioner and the respondent;

(b) direct the respondent to pay the cost of these proceedings; and

(c) pass such further or other orders as deemed fit and proper by this Hon'ble Court and thereby render justice.



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For Petitioner : Mr.J.S.Prithiviraj
for M/s.A.K.Mylsamy & Associates LLP
For Respondent : Set exparte

ORDER

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

2. There is no representation on the side of the respondent. Eventhough a learned counsel by name Dr.Moksha undertook to file Vakalat on behalf of the respondent on the last hearing date through video conferencing, no one has entered appearance on behalf of the respondent. The respondent has been duly served with the notice in this petition. Since the respondent remains unrepresented, the respondent is set exparte by this Court.

3. The petitioner has supplied materials to the respondent under various invoices. There seems to be a dispute between the petitioner and the respondent, arising out of the said Invoices. The details of the invoices are as follows :-

<i>S.No.</i>	<i>Invoice Date</i>	<i>Invoice Amount (in Rs.)</i>	<i>Outstanding (in Rs.)</i>
1.	27.03.2021	4,02,10,938.98/-	1,70,46,685.54/-
2.	08.04.2021	2,68,85,900.48/-	2,68,85,900.48/-



S.No.	Invoice Date	Invoice Amount (in Rs.)	Outstanding (in Rs.)
3.	03.05.2021	15,75,238.64/-	15,75,238.64/-
4.	30.06.2021	1,08,08,694.48/-	98,92,702.48/-
5.	27.06.2022	1,00,00,000.04/-	1,00,00,000.04/-
6.	30.03.2023	5,41,798.79/-	5,41,798.79/-
7.	30.03.2023	3,63,32,250.64/-	3,63,32,250.64/-
8.	30.03.2023	2,68,85,900.48/-	2,68,85,900.48/-
9.	30.03.2023	1,08,08,694.48/-	1,08,08,694.48/-
Principal			13,99,69,171.57/-
Interest at the rate of 24% calculated from the date when the respective invoices became due till 12.02.2025			8,87,34,456.55/-
Total			22,87,03,628.12/-

4. There exists an arbitration clause in all the invoices and the same is reproduced hereunder:

"20. All or any Dispute arising out of all or any terms of the Contract between the Parties herein shall be resolved through Arbitration. Either of the Party may notify the Dispute to the other party, enabling them to find an amicable settlement of the Dispute within 30 days of such notification. In the event of no amicable settlement is arrived within 30 days as stated supra, either of the party(s) shall refer the dispute to Arbitration M/s. Redington Limited, shall immediately appoint a Sole Arbitrator within one month of such reference of dispute to Arbitration. Buyer explicitly agrees and waives off any right to question the appointment of arbitrator as above.



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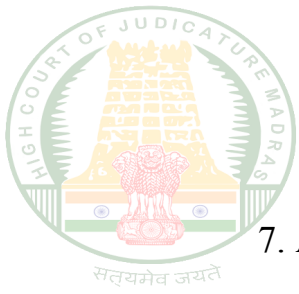


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Such proceedings shall be conducted in English language only and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended. The findings of the Sole Arbitrator shall be final and be binding on all parties. The Venue will be as fixed by the Sole Arbitrator and the same will be binding on the parties. The seat of the Arbitration shall be exclusively at Chennai."

5. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 19.02.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. An interim reply was sent by the respondent on 25.02.2025.

6. Since there exists an arbitration clause in all the invoices, which are 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 and since the respondent has been set exparte by this Court, this Court has to necessarily appoint an Arbitrator as prayed for in this petition.



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7. Accordingly, this Arbitration Original Petition is allowed as prayed for

by issuing the following directions:

(a) Honourable Mr.Justice S.Vaidyanathan (Retd.), former Chief Justice, High Court of Meghalaya, having office at Door No.2A, 2nd Floor, River Dale Apartments, 14/27, 2nd Avenue, Harrington Road, Chetpet, Chennai – 600 031 (Mobile No.98405 17862) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondent arising out of all the Invoices;

(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.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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ABDUL QUDDHOSE. J.

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