



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-08-2025

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THE HON'BLE MR JUSTICE ABDUL QUDDHOSE

Arb O.P Nos. 22, 38 and 41 of 2025

M/s.Nissi Engineering Solution Pvt Ltd.
Represented by its Authorized Signatory
Mr.M.Karthikeyan, Plot No 263 and 264,15th
Street,VenkatachalamNagar, Thirumullaivoyal
Chennai-600062 Having Branch office No
14,Shanthi street,Hospital Road, (opp.Stedford
Hospital),Cholapuram,Ambattur, Chennai-600053
Having Branch Office No.27/14,Kuppusamy
Nagar,Second Street, Ayanavaram,Chennai-600 023

..Petitioner(s)

Vs

Mr.Gurumanoj.R
Respondent in Arb.O.P.No.22/25

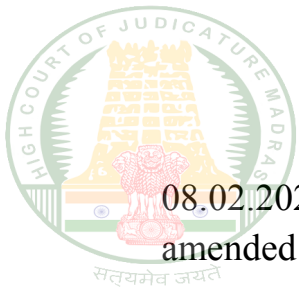
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Abdul Hameed J
Respondent in Arb.O.P.No.38/25

Kathiravan S
Respondent in Arb.O.P.No.41/25

..Respondent(s)

Common Prayer:- To Appoint a Sole Arbitrator to adjudicate all the disputes between the petitioner and the Respondents based on the terms of Agreement for training cum services dated 19.01.2023, 13.11.2023 and



08.02.2023 respectively under the Arbitration and Conciliation Act, 1996 as amended till date.

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For Petitioner(s): Mr T. Harish Chowdhary

For Respondent(s): Respondent Set Exparte

COMMON ORDER

In Arb.O.P.No.22 of 2025, as directed by this Court, Registry has printed the name of the respondent in the cause list today. In the earlier order dated 04.08.2025, this Court had recorded the fact that the applicant had effected substituted service by effecting paper publication pursuant to the orders passed by this Court on 14.07.2025. Despite printing the name of the respondent in the cause list today, the respondent remains unrepresented. Hence, the respondent in Arb.O.P.No.22 of 2025 is set exparte by this Court. In Arb.O.P.Nos.38 and 41 of 2025, the respondents were already set exparte by this Court on 04.08.2025.

2. These petitions have 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.



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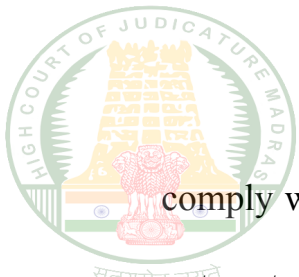
3. There seems to be a dispute between the petitioner and the respective respondents under the respective employment contracts dated 19.01.2023, 13.11.2023 and 08.02.2023. All the employment contracts contain an arbitration clause and the same is extracted hereunder:-

“28. If any dispute or difference whatsoever arising between parties hereto out of or relating to the construction meaning and operation or effect of this agreement or breach thereof, which cannot be settled between the parties shall be settled in accordance with the provisions of arbitration & Conciliation Act, 1996, by referring the dispute to a Sole Arbitrator appointed by the COMPANY and the award made in pursuance thereof shall be final and binding on the parties.

The venue of the Arbitration shall be at Ambattur, Chennai. The arbitration proceedings shall be conducted with this agreement.

29. Only the Courts in the City of Ambattur, Chennai shall have exclusive jurisdiction to the exclusion of all other Court of any other place in respect of any matter covered by or arising out or connected with this agreement.”

4. The petitioner has invoked arbitration separately in respect of each of the employment contracts by issuing notice to the respective respondents to



comply with the requirements of Section 21 of the Act. The respondents have not sent any reply for the same.

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5. It is represented by the learned counsel for the petitioner that in respect of the connected contracts, where different employees were involved, this Court, by its order dated 14.07.2025 passed in Arb.O.P.Nos.14 of 2025, etc. (batch), appointed Mr.M.S.Sampath, Advocate, as the Sole Arbitrator to adjudicate the dispute arising out of those employment contracts. Therefore, he has prayed for appointing the same Arbitrator in these cases as well.

6. Since there exist an arbitration clause in the respective employment contracts, which are the subject matter of the dispute in these petitions, and since the petitioner has invoked arbitration by issuing notice to the respective respondents in compliance with Section 21 of the Act, and since there has been no consensus between the parties with regard to the name of the Arbitrator, this Court in these matters as well appoints;

(a) Mr.M.S.Sampath, Advocate, having office at Cypress C104, Adinath Shanthinikethan, Ramakrishna Street, Mannivakkam, Chennai – 600 048, Mobile Mobile No.9841159996, as the Sole Arbitrator to adjudicate the



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dispute between the petitioner and the respective respondents arising out the aforesaid respective employment contracts, which are the subject matter of these petitions.

(b) The Sole Arbitrator appointed by this Court shall be paid remuneration/fees as per the schedule agreed upon by the parties to the dispute.

(c) The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996.

(d) The Arbitrator shall also pass the arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.

(e) Liberty is granted to the respective respondents in these petitions to raise objections including the plea of arbitrability of the dispute before the Arbitrator either under Section 16 of the Act or through the statement of defence filed in the arbitral proceedings.

19-08-2025

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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ABDUL QUDDHOSE J.

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