



Arb.O.P (Com.Div.) No. 80 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.06.2025

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CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No. 80 of 2025

Arunachalam Prakash
S/o.Arunachalam
Proprietor of M/s.Lavakusha Cinemas
Having its Principal Place of Business at
Taisha Apartments, Block D, First Floor
Door No.3, Natesan Nagar
Virugambakkam, Chennai-600092.

...Petitioner

vs.

1. A.Jithu

Father's name not known
Ayyani House, Kavenjeri
Purathur Village, Mangalam
Malappuram, Kerala – 676561.

2. A.Jithu

Partner of M/s.Pratyagara Motion Pictures
No.29-B, First Floor, Anbu Nagar
4th Street, Valasarawakkam
Chennai-600087.

3. B.Girija

Partner of M/s.Pratyagara Motion Pictures
No.29-B, First Floor, Anbu Nagar
4th Street, Valasarawakkam
Chennai-600087.

... Respondents

Prayer : Arbitration Original Petition (Commercial Division) filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint an Sole Arbitrator to adjudicate the disputes between the



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petitioner and the respondents herein as per the terms of the Arbitration Agreement as found in Clause 19 of the Deed of Assignment dated 30.08.2023 and pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For petitioner : Mr.S.Rajashekar
For Arvind Athithan A
For Respondents : Mr.M.Ganesan & Mr.S.Manimaran

ORDER

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

2. There seems to be a dispute between the petitioner and the respondents arising out of the Deed of Assignment dated 30.08.2023. The Deed of Assignment dated 30.08.2023 contains an Arbitration Clause and the same is extracted hereunder:

“29. In the event of any dispute arising between the parties hereto in connection with any of clauses contained herein, the matter shall be referred to arbitration of such persons as the parties hereto any mutually agree upon and the same be decided in accordance with the provision the Indian Arbitration Act, there in force. This Agreement is subject to the jurisdiction of Courts in Hyderabad only.”

3. The petitioner has categorically claimed that no part of cause of action arose at Hyderabad and it is a typographical error that the



arbitration clause discloses the jurisdiction of Courts as Hyderabad only.

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According to the petitioner, the entire cause of action arose only at Chennai within the jurisdiction of this Court. It is also admitted that the petitioner had earlier approached this Court by filing an application under Section 9 of the Arbitration and Conciliation Act, 1996. Once an application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 and this Court had entertained the said application, all subsequent applications will have to be filed only before this Court. Hence, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for an appointment of an arbitrator by this Court is maintainable before this Court. As this Court is having the jurisdiction to decide this application, the petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents dated 22.03.2024 to comply with the requirements under Section 21 of the Arbitration and Conciliation Act, 1996. No reply was received for the same. Since there is no consensus between the parties with regard to name of the Arbitrator, this petition has been filed seeking for appointment of an Arbitrator by this Court.

4. As early as on 13.03.2025 the respondents took time for filing



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counter in this petition. As seen from the earlier proceedings, they have been repeatedly seeking adjournments for filing counter. After 13.03.2025, once again the matter was listed for hearings on 07.04.2025 and 24.04.2025. Despite granting sufficient adjournments, the respondents have not filed their counter.

5. The learned counsel for the respondents has also not disputed the existence of the arbitration clause in the contract, which is the subject matter of dispute between the parties. Even today, the learned counsel for the respondents submits that the respondents are trying to settle the claim of the petitioner. Since a long rope has already been given by this Court, no further adjournment can be granted either for the purpose of settlement or for filing a counter, that too, when it is an admitted fact that the contract, which is the subject matter of dispute contains an arbitration clause. Since there exists an arbitration clause under the contract, which is the subject matter of the dispute between the parties and since the petitioner has complied with requirement under Section 21 of the Arbitration and Conciliation Act, 1996 by issuing notice to the respondents on 22.03.2024 and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court has to



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necessarily appoint an Arbitrator under Section 11 of the Arbitration and

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6. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-

- a) This Court appoints Hon'ble Mr.Justice K.N.Basha, Former Judge of Madras High court, residing at 25/1, "Star", F1, Dr.Ambedkar Road, North Thirumalai Nagar, Villivakkam, Chennai – 600 049 (Mobile No. 94444-54545) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the Deed of Assignment dated 30.08.2023.
- (b) The Arbitrator shall be paid his/her remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996.
- (c) Both the parties shall equally share the arbitrator's fees.

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(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 / Non speaking order

Neutral citation : Yes / No

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