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Arb.O.P.(Com. Div.) No.362 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.08.2025

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

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Samunnati Agri Value Chain Solutions Private Limited,
(Formerly known as Samunnati Financial Intermediation and Services Pvt.
Ltd. and Samunnati Agro Solutions Pvt. Ltd.),
Represented by its Authorised Signatory,
Dr. Vasudevan S
Having its registered office at
Baid Hi-Tech Park, 8th Floor,
129-B, East Coast Road, Thiruvananthapuram,
Chennai, Tamil Nadu, India.

... Petitioner

Vs.

Palaniswamy,
Sole Proprietor,
M/s.Sri Selvanaayaki Textiles,
Having office at
14/70-A5, Powerhouse Road,
Somanur,
Coimbatore, TN – 641 668.

... Respondent

PRAYER: Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, pleased to appoint an independent, neutral Sole Arbitrator to adjudicate the disputes between the parties arising out of the Trade Agreement dated 18.11.2020 and the S & D Agreement dated



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20.11.2020.

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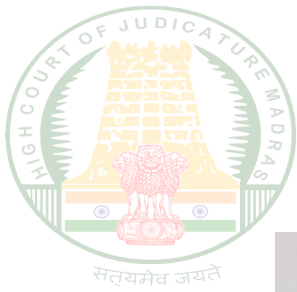
For Petitioner : Mr.Avinash Krishnan Ravi
For Respondent : Set exparte

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. Notice sent to the respondent has been duly served. The delivery report has been filed along with Affidavit of Service (AOS). The name of the respondent is also printed in the cause list today. The respondent remains unrepresented. Hence, the respondent is set exparte by this Court.

3. There seems to be a dispute between the petitioner and the respondent, arising out of the sourcing and distribution agreement dated 20.11.2020. There exists an arbitration clause in the said agreement and the same is reproduced hereunder:



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13. DISPUTE RESOLUTION AND GOVERNING LAW

13.1. This Agreement shall be governed by the laws of India.

13.2. The Parties agree to use all reasonable efforts to resolve any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement, including any question regarding its existence, validity or termination ("Dispute"); expediently and amicably to achieve timely and full performance of the terms of this Agreement.

13.3. Any Party which claims that a Dispute has arisen must give Notice thereof to the other Party as soon as practicable after the occurrence of the event, matter or thing which is the subject of such Dispute and in such Notice such Party shall provide particulars of the circumstances and nature of such Dispute and of its claim(s) in relation thereto and shall designate a Person as its representative for negotiations relating to the Dispute, which Person shall have authority to settle the Dispute.

13.4. The aforesaid designated representatives shall use all reasonable endeavours including by engaging in discussions and negotiations to settle the Dispute within thirty (30) Business Days after receipt of the particulars of the Dispute.

13.5. If the Dispute is not resolved within the thirty (30) Business Days period, the Dispute shall be referred to and finally resolved by arbitration in accordance with Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be one (1) to be appointed by the Company.

13.6. The venue and seat of arbitration shall be Chennai. The language to be used in the arbitral proceedings shall be English.

13.7. The fees of the arbitrators shall be borne equally by the Parties. All other costs and expenses of the arbitration shall be borne by the Parties as the arbitrator may award.

13.8. Any award passed by the arbitral tribunal shall be final and binding on the Parties.

13.9. Subject to Clauses 13.5 to 13.8, each Party submits to the exclusive jurisdiction of the courts of Chennai.

4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 08.02.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same. Since the



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respondent has not agreed for arbitration, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an arbitrator by this Court.

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 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.

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

(a) Honourable Mr.Justice V.Bharathidasan (Retd.), a former Judge of this Court, having office at No.22, (L-45), 2nd main road, Kamaraj Nagar, Thiruvanmiyur, Chennai (Mobile No.94443 83139) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondents



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arising out of the sourcing and distribution agreement dated 20.11.2020;

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(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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