



Arb.O.P.(Com.Div.) Nos.235 and 371 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : **30.07.2025**

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com.Div.) Nos.235 and 371 of 2025

Arb.O.P.(Com.Div.) No.235 of 2025

M/s.Mr.Mobile,

Represented by its Partners

1.Mr.Adhil

2.Mr.Mir N.Mohammed Hussamuddin

3.Mr.M.Abdul Rahaman

... Petitioner

Vs.

Vivedaa PRG Aero and Ports Voyage

Private Limited,

Represented by its Authorised Signatory

Mr.Vijaymohan

... Respondent

Arb.O.P.(Com.Div.) No.371 of 2025

M/s.Mr.Mobile,

Represented by its Partners

1.Mr.Adhil

2.Mr.Mir N.Mohammed Hussamuddin

3.Mr.M.Abdul Rahaman

... Petitioner

Vs.

Vivedaa PRG Aero and Ports Voyage



Arb.O.P.(Com.Div.) Nos.235 and 371 of 2025

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Private Limited,
Represented by its Director
Mr.Vanchinathan Thangavel

... Respondent

Prayer in Arb.O.P.(Com.Div.) No.235 of 2025: Petition filed under Section 11(6)(c) of the Arbitration and Conciliation Act, 1996 read with Order XLIII Rule 1 of the Original Side Rules, to appoint a Sole Arbitrator to adjudicate the disputes between the petitioner and the respondent arising out of the Letter of Intent dated 28.10.2023 and the Leave and License Agreement dated 23.12.2023.

Prayer in Arb.O.P.(Com.Div.) No.371 of 2025: Petition filed under Section 11(6)(c) of the Arbitration and Conciliation Act, 1996 read with Order XLIII Rule 1 of the Original Side Rules, to appoint a Sole Arbitrator to adjudicate the disputes between the petitioner and the respondent arising out of the Leave and License Agreements dated 28.08.2023, 22.11.2023 and 22.11.2023.

For Petitioner : Mr.K.M.Aasim Shehzad
(In both Arb.O.Ps) for M/s.BFS Legal

For Respondent : Mr.Aswinraj
(In both Arb.O.Ps)

COMMON ORDER

These petitions been filed under Section 11(6)(c) of the Arbitration and Conciliation Act, 1996, seeking for appointment of a Sole Arbitrator by this Court.

2. There seems to be a dispute between the petitioner and the



respondent arising out the following contracts:-

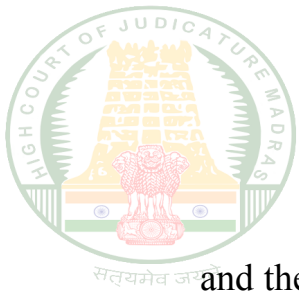
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Sl.No.	Date	Description
1.	28.10.2023	Letter of Intent for T1 Gate 5
2.	23.12.2023	Leave and License Agreement of T-4
3.	28.08.2023	Leave and License Agreement
4.	22.11.2023	Leave and License Agreement
5.	22.11.2023	Leave and License Agreement

3. The respondent was set *ex parte* by this Court on 23.07.2025.

4. Learned counsel on record for the respondent has now made a representation that due to his illness, he was unable to be present before this Court on 23.07.2025. He makes a request to this Court to recall the earlier order dated 23.07.2025, setting the respondent *ex parte*. He would also admit that in the aforesaid contracts, there exists an Arbitration Clause. He would submit that the respondent is willing to go for arbitration in accordance with the Arbitration Clause contained in all the five contracts which are subject matter of dispute between the parties.

5. Since the respondent has agreed to go for arbitration and the absence of the learned counsel for the respondent on 23.07.2025 has been explained



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and the said explanation is a sufficient cause, this Court is recalling the earlier order dated 23.07.2025, setting the respondent *ex parte* and therefore the *ex parte* order passed against the respondent on 23.07.2025 is set aside by this Court.

6. Learned counsel for the respondent has made an endorsement in the court bundle on instructions that the respondent is willing to go for arbitration in accordance with the Arbitration Clause contained in the respective contracts which are subject matter of dispute between the parties and which are subject matter of these petitions.

7. Since there exists an Arbitration Clause in all the five contracts which are subject matter of dispute between the parties and since the petitioner has complied with the statutory requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since the respondent has also agreed to go for arbitration, this Court has to necessarily appoint an Arbitrator as prayed for in these petitions.



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8. Accordingly, these Arbitration Original Petitions are allowed as prayed for by issuing the following directions:-

(a) Hon'ble Mr.Justice T.Ravindran (Retd.,) Former Judge of Madras High Court, residing at New No.27, Old No.12, 3rd Avenue, Indira Nagar, Adyar, Chennai - 600 020 (Mobile No.9941350926) is appointed as the Sole Arbitrator to decide the dispute between the petitioner and the respondent arising out of the following contracts:-

Sl.No.	Date	Description
1.	28.10.2023	Letter of Intent for T1 Gate 5
2.	23.12.2023	Leave and License Agreement of T-4
3.	28.08.2023	Leave and License Agreement
4.	22.11.2023	Leave and License Agreement
5.	22.11.2023	Leave and License Agreement

(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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Neutral Citation Case : Yes / No

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ABDUL QUDDHOSE, J.

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