



Arb O.P (COM.DIV.) No. 307 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-07-2025

CORAM

THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

Arb O.P (COM.DIV.) No. 307 of 2025

M.RAJKUMAR, Aged 34 years
S/o. K.Mohan,
Sole Proprietor, M.R Associates,
No.7/4 Madha Church Street,
Royapuram, Chennai-13.

Petitioner (s)

Vs

The Deputy General Manager,
Hindustan Petroleum Corporation Limited,
Chennai Lube Regional Office,
Petro Bhavan, 82, TTK Road,
Alwarpet, Chennai-18.

Respondent(s)

PRAYER

Petition filed under Section 11(4) and (6) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to decide the disputes and differences between the petitioner and respondent in terms of the Lube Distributorship agreement dated 25.08.2021.



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For Petitioner (s): Mr.C.Vijayakumar
Senior Counsel
For Mr.J. Melwin Jabaz

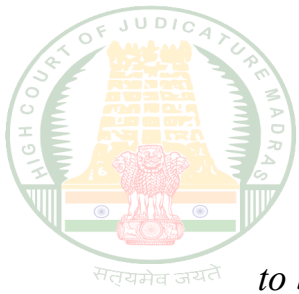
For Respondent(s): Mr.M.Vijayan
For M/s.King and Partridge

ORDER

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

2. There seems to be a dispute between the petitioner and the respondent arising out of the Distributorship Agreement dated 25.08.2021. The said agreement contains an arbitration clause. The same is extracted hereunder:

'a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the Agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the agreement or whether before after determination, foreclosure, termination or breach of the Agreement (other than those in respect of which the decision of any person is, by the Agreement, expressed



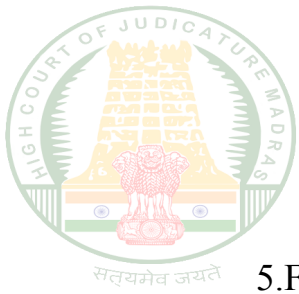
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to be final and binding) shall, after written notice by either party to the Agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.'

3.The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 04.03.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. A reply has also been received from the respondent on 26.03.2025. A rejoinder has also been sent by the petitioner to the respondent on 02.04.2025.

4.The learned counsel for the respondent on instructions would submit that the respondent is agreeable for the appointment of a sole Arbitrator to adjudicate the dispute between the parties. Since there exists an arbitration clause in the agreement, which is the subject matter of the dispute between the parties and since there is no consensus between the parties with regard to the name of the Arbitrator and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since the learned counsel for the respondent on instructions has given consent for this Court to appoint an Arbitrator, this Court has to necessarily appoint an Arbitrator as prayed for in this petition.



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5. For the foregoing reasons, this Arbitration Original Petition is allowed by issuing the following directions and there shall be no order as to costs:

(a) This Court appoints Dr.P.Vasudevan, Advocate, having address at No.20 (New No.47), St. Marys Road, Raja Annamalaipuram, Chennai 600 028 (Mobile No.9444049042) (email:vasudevanpdr@gmail.com) as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondent, arising out of the Distributorship Agreement dated 25.08.2021, on merits and in accordance with law;

(b) The Arbitrator shall be paid his 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;

(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/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

The Deputy General Manager,
Hindustan Petroleum Corporation Limited,
Chennai Lube Regional Office,
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ABDUL QUDDHOSE J.

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