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Arb O.P(COM.DIV.) No. 335 of
2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 335 of 2025

M/s.Fortune Packaging and Fortune
Consumer Products Pvt.Limited,
Represented by Mr.Reginald Pathrose,
Group Chief Operating Officer,
Having its registered office at Fortune
Chambers, 1st floor,
No.16,11th street,
Periyar Nagar, Chennai-600 082.

Petitioner

Vs

1. M/s.Satvikk International
Represented by its Proprietor
Mr.Vikas D.Nahar
Having its Principal Office at
No.722, BDA Land, APMC Yard,
Yeshwanthpur, Bangalore-560 022

2. Mr.Vikas D.Nahar
11th Floor,
World Trade Center, Rajajinagar,
Bengaluru, Karnataka-560 055.

Respondents



PRAYER

To appoint an arbitrator for adjudicating the disputes arising between the Petitioner and Respondents in respect to the Agreement, dated 07.09.2015.

For Petitioner : Mr.Praveen Alexander

For Respondents: Mr.Kandeep Shravan

ORDER

This original petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for brevity, hereinafter referred to as “the Act”) for appointment of an Arbitrator to resolve the dispute between the petitioner and the respondents in respect of the agreement dated 07.09.2015.

2. When the petition came up for hearing on 01.07.2025, this Court passed the following 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. There seems to be a dispute between the petitioner and the respondents arising out of the Agreement, dated 07.09.2015. The said Agreement, dated 07.09.2015 contains an arbitration clause and the same is extracted hereunder :-

31. If any dispute arises between the parties hereto during the subsistence of this agreement or thereafter, in connection with or arising out of this agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996,



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by an independent sole arbitrator of repute appointed by the Company. Arbitration shall be held at Chennai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

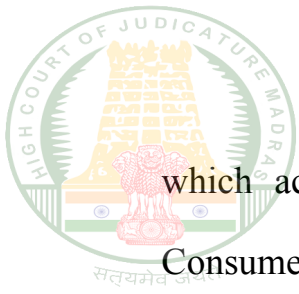
3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 08.03.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same. Since there is no consensus between the parties with regard to the name of the Arbitrator, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator.

4. 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 by issuing notice to the respondents on 08.03.2025, this Court is issuing notice to the respondents, through Court as well as privately returnable by 22.07.2025.

5. Post the matter on **22.07.2025.**”

3. Pursuant to the above order, notice was served on the respondents and the respondents are represented through counsel.

4. The respondents have filed a counter affidavit. The respondents have taken a stand that the petitioner is a different entity and whereas the entity



which actually entered into the agreement dated 07.09.2015 was 'Fortune Consumer Products Private Limited', which entity is not before this Court in the present petition and therefore, the respondents have questioned the very maintainability of this petition. Apart from that, the respondents have also raised the issue of limitation and the respondents have refuted all the claims that have been made by the petitioner.

5. This Court carefully considered the submissions made on either side and the materials available on record.

6. The petitioner is placing specific reliance upon the agreement dated 07.09.2015. This agreement was entered into by 'Fortune Consumer Products Private Limited'. On going through the memo filed on the side of the petitioner, it is seen that there is a letter of assignment dated 28.09.2015, whereby the entire business was assigned in favour of the petitioner. The learned counsel for petitioner, by pointing to the agreement, submitted that the agreement will not only bind 'Fortune Consumer Products Private Limited', but also it will include its successors and assignees. Therefore, the preliminary objection taken by the respondents as if 'Fortune Consumer Products Private Limited' is no more in existence and that the present petition is not maintainable, is without any substance.

7. The memo filed on the side of the petitioner along with the relevant



letter of assignment dated 28.09.2015 and also the subsequent email communications would show that the petitioner has been assigned with the business and therefore the agreement dated 07.09.2015 will equally bind the petitioner also. Accordingly, the preliminary objection raised on the side of the respondents is rejected.

8. Insofar as the other grounds raised on the side of the respondents touching upon the issue of limitation and on the merits of the case, this Court cannot go into those issues, since this Court has very limited jurisdiction. While dealing with the petition under Section 11 of the Act, this Court must only see if there is a valid agreement under Section 7 of the Act and whether such agreement has an arbitration clause in order to refer the parties to arbitration to resolve the dispute. Beyond that, this Court cannot go into the other issues. In any case, the issue of limitation is a mixed question of fact and law and the same can always be raised before the learned Arbitrator.

9. In view of the above, all the objections made on the side of the respondents can be raised before the learned Arbitrator, which will be considered on their own merit and in accordance with law. Accordingly, Mr.P.Neelakantan, Advocate, having office at 2nd Floor, Haji S Madharsha & Sons Building, No.148, Moore Street, Chennai 600 001 (Mobile No: 98843 92425 / 73586 13902) (email: neelakantanp@gmail.com) is appointed as the sole arbitrator in this case. The learned Arbitrator is requested to enter upon



reference qua the agreement dated 07.09.2015 containing the arbitration clause and adjudicate upon the disputes that have arisen between the parties by holding the sittings in any venue at Chennai to the convenience of all concerned and render an award. The fess of the learned Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules, 2017. The learned Arbitrator, after issuing notice to both the parties and upon hearing them, is requested to pass an award as expeditiously as possible, since the agreement is of the year 2015.

10. This original petition stands allowed in the above terms. There shall be no order as to costs.

06-10-2025

Index: Yes/No

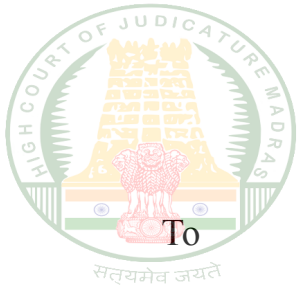
Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

Registry is directed to communicate
the copy of order forthwith

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1. Mr.P.Neelakantan

2nd Floor, Haji S Madharsha & Sons Building

No.148, Moore Street

Chennai 600 001

(Mobile No: 98843 92425 / 73586 13902)

(email: neelakantanp@gmail.com)

2. The Director

Tamil Nadu Mediation and Conciliation

Centre-cum-Ex-Officio Member

Madras High Court Arbitration Centre

Chennai 600 104



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N.ANAND
VENKATESH J.

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