



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-09-2025

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CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P No. 34 of 2025

1. Ms.Leela.R,
W/o.Rajkumar Residing at 64W
VGV Vijay Garden, 10th Street
Rajakiyapalayam Pirivu,
Kangayam Road,Tirupur.

Petitioner(s)

Vs

1. M/s.Cheran Properties Limited,
Represented by its Managing
Director, Mr.Karthick
Palanisamy, Office
at.No.78,Cheran Towers,
Government Arts College Road,
Coimbatore-641 018.

Respondent(s)

PRAYER

To appoint an Arbitrator to decide the disputes and differences between the Petitioner and Respondent in respect of Appointment Letter dated 09.08.2024.

For Petitioner(s): M/s.Akbar Badusha
For M/s. Waraon And Sai Ram,
Respondent(s):

T.Thiageswaran-
ms/136/1988
P.Neethi Kumar,



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R.M.Srinivas-ms/1138/2019
J.M.Akhinbose,
M.Babija,
For Respondent Vakalat
D.No.31136/25, Returned
07.08.2025
8144688561

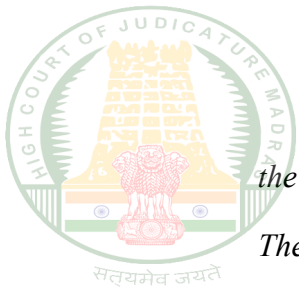
ORDER

When this application came up for hearing on 14.07.2025,
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.

2. There seems to be a dispute between the petitioner and the respondent arising out of the Appointment Letter, dated 09.08.2024 issued by the respondent in favour of the petitioner. The petitioner is an employee of the respondent. According to the petitioner, the respondent has committed breach of Appointment Letter, dated 09.08.2024. There exists an arbitration clause in the Appointment Order dated 09.08.2024 and the same is extracted hereunder :-

*“23. **Dispute Resolution** The parties agree that any claim, dispute or difference relating to or arising out of this letter will be referred to the arbitration of the Nani Palkhivala Arbitration Centre currently functioning at New No.22, Karpagambal Nagar, Mylapore, Chennai – 600004, which will appoint the sole arbitrator and conduct the arbitration in accordance with its rules for conduct of arbitration proceedings then in force and applicable to*



the proceedings.

The parties agree that such arbitration will be the sole and exclusive remedy between the parties with respect to all such disputes. The seat and venue of arbitration will be Chennai, Tamil Nadu and the proceedings will be conducted in English. The arbitration award will be final and binding on the parties.”

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 19.02.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received by the petitioner 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 Appointment Letter, which is the subject matter of the contract between the parties and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court is issuing notice to the respondent, through Court as well as privately returnable by 07.08.2025.

5. Post the matter on 07.08.2025.



2. Heard Mr.Akbar Badusha, learned counsel for the petitioner and the learned counsel appearing on behalf of respondent.

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3. In the instant case, there is no dispute with regard to the valid agreement between the parties and there is also a specific clause (clause 23) for referring the dispute to the Arbitrator.

4. In the light of the above discussion, this Court is inclined to appoint Mr.Mohammed Fayaz Ali, Advocate, Madras High Court, residing at No.17, GA "Landmark" Sait Colony, 1st street, Egmore, Chennai 600 008, M No.9003237483, email id: fayaz@mfalegal.in as the sole Arbitrator and the sole Arbitrator is requested to enter upon reference *qua* MGTA dated 05.09.2022, MRA dated 12.09.2023 and MLA dated 11.06.2024, adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

5. This application is disposed of in the above terms.

03-09-2025

rka

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

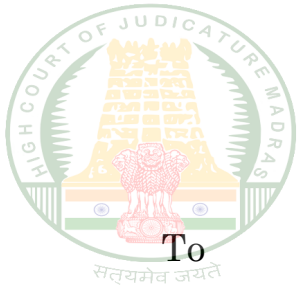
Neutral Citation:Yes/No



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To

1. M/s. Cheran Properties Limited,
Represented by its Managing
Director, Mr. Karthick
Palanisamy, Office
at No. 78, Cheran Towers,
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N.ANAND VENKATESH J.
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