



Arb. O.P. (Com. Div.) No. 321 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.07.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P (Com.Div.) No. 321 of 2025

M/s.Vasthira Exporters Pvt. Ltd.
Rep. by its Director Mr.T.R.Vignesh Prasath
No.3/450, Pandian Salai
Saraswathi Nagar, Neelankarai
Chennai-600115.

...Petitioner

vs.

1. M/s.Prabanjas, a Partnership Firm
Rep. by its Managing Partners
M.Ganapathy and G.Chitra
Having Office at No.27, Barathi Street
S.S.Colony, Madurai – 625 016.

2. M.Ganapathy
3. G.Chitra

...Respondents

Prayer : Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a sole arbitrator to adjudicate the dispute that has arisen between the petitioner and the respondents in terms of MOU dated 01.09.2022 and pass suitable orders or such other orders as this Court may deem fit and proper in the circumstances of the case.

For petitioner : Mr.V.Srikanth



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ORDER

WEB COPY The notices sent to the respondents have been duly served. The acknowledgement cards along with the affidavit of service has been filed by the learned counsel for the petitioner. Despite serving notice on the respondents and printing the names of the respondents in the cause-list today, the respondents remain unrepresented. Hence, the respondents are set exparte.

2. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an arbitrator.

3. There seems to be dispute between the petitioner and the respondents arising out of Memorandum of Understanding, dated 01.09.2022. There exists an arbitration clause in the Memorandum of Understanding, dated 01.09.2022 and the same is extracted hereunder :-

“11. All disputes between the First Party or Firm and Second Party arising out of this Memorandum of Understanding and entering into a reconstituted partnership agreement as said above, which cannot be resolved in terms of such agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 under the jurisdiction of Madurai.”



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4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 14.02.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. In the said notice, the petitioner has nominated their arbitrator. However, there is no reply sent by the respondents to 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.

5. Since the respondents have been set exparte in this petition and since there exists an arbitration clause in the Memorandum of Understanding, 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 14.02.2025, this Court has to necessarily appoint an Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996.

6. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-



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a) This Court appoints Mr.F.M.Ibrahim Kalifulla, Former Judge, Supreme Court of India, having address at No.22, Sivananda Road, Gill Nagar Extension, Choolaimedu, Chennai-600094, Mobile No.7550048928, is appointed as the sole Arbitrator to adjudicate the dispute between the parties arising out of the Memorandum of Understanding dated 01.09.2022.

(b) The Arbitrator shall be paid his/her 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.

21.07.2025

Maya



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ABDUL QUDDHOSE, J.

Maya

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