



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-09-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH**Arb O.P(COM.DIV.) No. 331 of 2025**

Shree Krishna Stevedores Private Limited
having its registered office at 266,
Mazgaon Co-operative Housing Society,
Barrister Nath Pai Marg, Reay Road, Mazgaon,
Mumbai, Maharashtra, India-400010
Rep by its Authorized Signatory Mr. Ajay. G .Kundalia

Appellant(s)

Vs

Larsen & Toubro Limited
having its office at P.B.No.979,
Mount Poonamallee Road,
Manapakkam, Chennai-600089,
Rep by its Director.

Respondent(s)

PRAYER Petition filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, praying to appoint an Arbitrator to resolve the disputes between the Petitioner and the Respondent in terms of Clause 17.3 of the General Conditions of Contract pursuant to the Work Order dated 29.09.2022 read with Work Order No.LE/LE200137/WOD/22/000198 dated 29.12.2022.



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For Appellant(s): Mr.P.Giridharan for Mr.Kandeep Shravan

For Respondent(s): Mr.Jayesh B Dolia for
M/s.Aiyar & Dolia

ORDER

This petition has been filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 [For the sake of brevity, hereinafter referred to as 'the Act'] for appointment of an Arbitrator and to resolve the dispute between the petitioner and the respondent in terms of Clause 17.3 of the General Conditions of Contract pursuant to the Work Order dated 29.09.2022 read with Work Order dated 29.12.2022.

2.Heard Mr.P.Giridharan, learned counsel appearing on behalf of the petitioner and Mr.Jayesh B. Dolia, learned counsel appearing on behalf of the respondent.

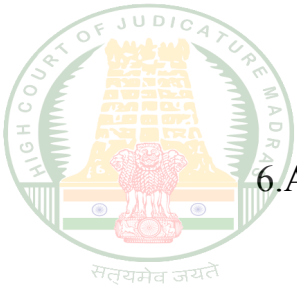
3.The respondent approached the petitioner for hiring the Barge and issued a Work Order dated 29.09.2022 read with Work Order dated 29.12.2022 for a contractual period of six months. The Barge was to be returned by the



respondent to the petitioner in similar order and condition after the expiry of the contractual hire period as was given at the commencement of the contractual hire period.

4.The respondent utilized the Barge and the petitioner requested the respondent to provide some photographs of the deck strengthening work on the Barge to be carried out by the respondent. The respondent had not carried out the deck strengthening work and the petitioner was insisting that the respondent must carry out the deck strengthening work on the Barge prior to loading rocks. The respondent failed to carry out the deck strengthening process and as a result, on 04.04.2023, the Barge capsized and it sank.

5.In the light of the above incident, the petitioner was insisting that the respondent must pay the hire charges as well as the market value of the Barge. There was no response and hence, legal notice was issued for which the respondent replied by taking a stand that the capsizing incident was due to adverse weather conditions.



6.A mediation attempt was made and it did not fructify.

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7.It is under these circumstances, the notice of Arbitration dated 15.03.2025 was issued by the petitioner. There was no response.

8.The present petition has been filed for appointment of the Arbitrator to resolve the dispute between the parties in terms of Clause 17.3 of the General Conditions of Contract pursuant to the Work Orders.

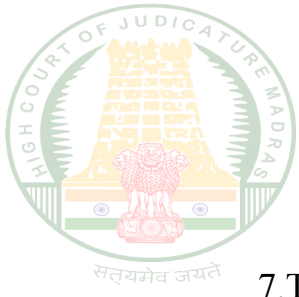
9.The respondent has filed a counter and most of the grounds that have been raised by the respondent pertains to the merits of the case.

10.While dealing with an Application under Section 11, the Court must only see as to whether there is existence of an arbitration clause in the Agreement and Agreement is in line with Section 7 of the Act. If this threshold is fulfilled, the Court has to appoint the Arbitrator and leave the parties to agitate all the disputes before the Arbitrator.



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11. The counsel appearing on either side submitted that they are consenting for the appointment of Hon'ble Mr. Justice S. Rajeswaran (Retd), a former Hon'ble Judge, Madras High Court, the sole Arbitrator in this case. Therefore, based on the consent given by both sides, **Hon'ble Mr. Justice S. Rajeswaran (Retd), a former Hon'ble Judge, Madras High Court, with address for service at No. AA-67, II Street, Near Rountana - Nalli Silk House, Anna Nagar, Chennai - 600 040 [Mobile: 94443 90952; 93832 12249]** is appointed as sole Arbitrator in this case. The sole Arbitrator is requested to enter upon reference, adjudicate upon arbitrable disputes that have arisen between the parties. The Arbitrator shall hold 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 Hon'ble sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017. It is left open to both the parties to raise all the grounds before the sole Arbitrator and it goes without saying that the same will be considered on its own merits and in accordance with law.



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7.This petition is disposed of in the above terms. No Costs.

15-09-2025

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

ssr



To
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1.Hon'ble Mr.Justice S.Rajeswaran (Retd),
Former Hon'ble Judge, Madras High Court,
No.AA-67, II Street, Near Rountana - Nalli Silk House,
Anna Nagar, Chennai - 600 040
Mobile:94443 90952
93832 12249

2. The Director
Tamil Nadu Mediation and Conciliation
Centre-cum-Ex-Officio Member
Madras High Court Arbitration Centre
Chennai - 104.



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N.ANAND VENKATESH J.

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