

Arb.O.P.(Com.Div.) No. 348 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.08.2025

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THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com.Div.) No. 348 of 2025

M/s. Revanza Global Ventures Pvt. Ltd.,
Represented by its Director,
Vijay Ganesh Kumar,
No.23, EVR Periyar Salai, (P.H. Road),
Periamet, Chennai – 600 003.

... Petitioner

Vs.

1.VTS Enterprises India Pvt. Ltd.,
Represented by its Director,
C.Y. Sathya Narayanan,
No.3B, 3rd Floor, No.25, Park Centre,
Venkatnarayanan Road,
T.Nagar, Chennai – 600 017.

2.C.Y. Sathya Narayanan,
Managing Director,
VTS Enterprises India Pvt. Ltd.,
No.3B, 3rd Floor, No.25, Park Centre,
Venkatnarayanan Road,
T. Nagar, Chennai – 600 017.

3.Indira Devi. M
Director,
VTS Enterprises India Pvt. Ltd.,
No.3B, 3rd Floor, No.25, Park Centre,
Venkatnarayanan Road,
T.Nagar, Chennai – 600 017.

... Respondents



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Prayer : Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, to appoint an arbitrator to decide and adjudicate upon the disputes between the petitioner and the respondent arising out of the Master Supply Agreement dated 25.01.2022 and direct the respondents to pay costs.

For Petitioner : Mr. Niranjana Rajagopalan

For Respondents : Mr. M. Velmurugan

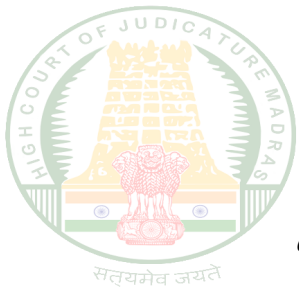
ORDER

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 Master Supply Agreement dated 25.01.2022. There exists an Arbitration Clause in the Master Supply Agreement dated 25.01.2022. The same is reproduced hereunder: -

'12. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The provisions of this Agreement shall be governed by and construed in accordance with Indian laws and Courts



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at Chennai shall have exclusive Jurisdiction.

Arbitration: Any action brought in connection with this Agreement shall be resolved by arbitration. If any dispute, difference, claim or controversy including the matter damages if any (collectively referred to as Dispute) arises between the parties about validity, interpretation, implementation or allege breach of any provision of this Agreement, or anything connected or related to or incidental to this then either party may submit the Dispute to arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended from time to time. Arbitration shall be held at Chennai, India. The Dispute shall be referred to a suitably qualified sole arbitrator to be appointed by mutual consent by the Parties. The arbitration proceedings shall be conducted, and the award shall be rendered in the English language. The award rendered by the Arbitrator shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction exclusively at Chennai. The cost of arbitration, including cost of preparing and presenting its case and the fees and expenses of the Arbitrator shall be borne by the Party found to be Liable or in default in the Final Award in the Arbitration.'



WEB COPY 3. The existence of an Arbitration Clause has also not been disputed by the learned counsel for the respondents. The petitioner has invoked arbitration in accordance with arbitration clause by issuing notice to the respondents on 24.04.2025 and the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondents have chosen not to send any reply to the arbitration invocation notice sent by the petitioner.

4. Learned counsel for the respondents has also submitted on instructions that the respondents have no objection for the appointment an Arbitrator by this Court.

5. Both the counsel on instructions have made joint endorsement in the Court bundle agreeing for the appointment of **Mr.M.Govindaraj, Former Judge of the Madras High Court**, to act as an Arbitrator to adjudicate the dispute between the parties arising out of the Master Supply Agreement dated 25.01.2022.

6. Accordingly, this Arbitration Original Petition is allowed as



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prayed for by issuing the following directions:

WEB COPY a) Mr.M.Govindaraj, Former Judge of the Madras High Court, residing at No.1/3, Singaravelar, 7th Cross Stree, Chinna Neelangarai, Chennai – 600 041 (Mobile No.9444257157) as a Sole Arbitrator to adjudicate the dispute between the parties arising out of the Master Supply Agreement dated 25.01.2022.

(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th Schedule of the Arbitration and Conciliation Act, 1996 or as per the mutual consent of both the parties;

(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. No cost.

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Index: Yes/ No

Neutral citation : Yes / No

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