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Arb O.P(COM.DIV.) No. 4
of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 453 of 2025

Easten Scaffoldings
Through its Proprietor
Mr.Sathish Dokania
295,G.T.Road,Belur,
Howrah,Kolkata-711202.

Petitioner(s)

.Vs.

Larsen And Toubro Limited
And its Director
Larsen and Toubro Limited
Mahsr C4 Central, Swastik
Universal.2nd Floor,
Building No.8,Rundh Village, Pipload
Dumas Road,Surat,Gujarat-395007.

Respondent(s)

PRAYER

Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to Appoint a sole arbitrator to hear and adjudicate the disputes between



the Petitioner and Respondent arising out of the Purchase Order dated 08.11.2021.

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For Appellant(s): Mr.Aryan Ahuja

For Respondent(s): Mr.Jayesh B.Dolia
Senior Counsel
for M/s. Aiyar And Dolia

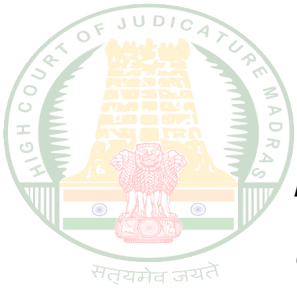
ORDER

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

2. When the petition came up for hearing on 05.08.2025, this Court passed the following order:

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

2. There seems to be a dispute between the petitioner and the respondent, arising out of purchase orders placed by the respondent on the petitioner which contains the general conditions of contract. The petitioner claims certain sums of money are still due and payable by the respondent to the



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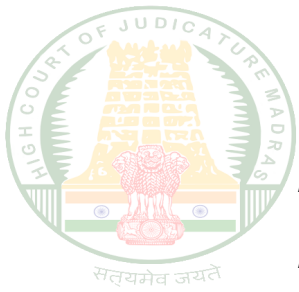
petitioner under the purchase orders. The general conditions of contract contains an arbitration clause and the same is extracted hereunder:

25.RESOLUTION OF DISPUTES & ARBITRATION

All disputes and differences arising out of or in connection with or touching upon this Agreement/Purchase order shall be settled amicably by negotiation between the authorized representatives of both the parties failing which such dispute or difference shall be resolved through Arbitration before a Sole Arbitrator to be appointed by Larsen & Toubro Limited. The Arbitration Proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 and/or statutory modifications thereof. The arbitration award shall be final and binding on the Parties. The venue of Arbitration Proceedings shall be Chennai. The language of the proceedings shall be English.

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 13.12.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. A reply has been received for the same.

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 in accordance with the arbitration clause by complying with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 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, returnable by 26.08.2025. Private notice is also

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3.After service of notice, the respondent has entered appearance and a counter has been filed. The respondent has taken a stand that they have a counter claim against the petitioner.

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

5.In the light of the above discussion, this Court is inclined to appoint a sole Arbitrator. Accordingly, Mrs.Chitra Sampath, Senior Advocate with address for service at No.14/1, Kamatchipuram 1 Street, West Mambalam, Chennai 600 033, Mobile No.9962085956, (e-mail: chirasampath@yahoo.com) is appointed as sole Arbitrator and the Arbitrator is requested to enter upon reference, adjudicate the arbitral dispute that were arising between the parties and make an 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 learned sole Arbitrator shall be in

accordance with the Madras High Court Arbitration Centre (MHCAC)

(Administrative Cost and Arbitrator's Fees) Rules 2017.

6.Arb.OP (Com.Div). No.453 of 2025 is disposed of in the above terms.

There shall be no order as to costs.

13-10-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

KP

To

1. Mrs. Chitra Sampath

Senior Advocate

No.14/1, Kamatchipuram 1 Street,
West Mambalam, Chennai 600 033,
Mobile No.9962085956.

2. The Director

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



WEB COPY

6

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N.ANAND VENKATESH J.

KP

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