



Arb. O.P. Nos.39, 40, 43, 42,45 to 49 & 51 to 71 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 19.09.2025

CORAM

THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

Arb. O.P. Nos.39, 40, 43, 42,45 to 49 & 51 to 71 of 2025

M/s.NISSI Engineering Solution Pvt. Ltd.

Rep. by its Authorised Signatory Mr.M.Karthikeyan
Plot No.263 & 264, 15th Street, Venkatachalam Nagar
Thirumullaivoyal, Chennai, Tamil Nadu 600 062

Having Operating Office

No.14, Shanthi Street, Hospital Road
(Opp. Stedford Hospital), Cholapuram
Ambattur, Chennai 600 053

Having Branch Office

No.27/14, Kuppusamy Nagar, Second Street
Ayanavaram, Chennai 600 023

...Petitioner in all O.Ps

Vs.

Aravindhan S

Thabeeb Mohamed Burvez M

Karuppasamy S

Kinsleen R

Selva Kumar M

Karthik D

Ranjithkumar M

Karthikeyan M

Siva M

Udaya Abinesh R

Manikandan S

Akilan M

...Respondent in Arb. O.P.39/2025

...Respondent in Arb. O.P.40/2025

...Respondent in Arb. O.P.43/2025

...Respondent in Arb. O.P.42/2025

...Respondent in Arb. O.P.45/2025

...Respondent in Arb. O.P.46/2025

...Respondent in Arb. O.P.47/2025

...Respondent in Arb. O.P.48/2025

...Respondent in Arb. O.P.49/2025

...Respondent in Arb. O.P.51/2025

...Respondent in Arb. O.P.52/2025

...Respondent in Arb. O.P.53/2025



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Kannan B
MD Shah Alam
Kasi Vishal K.P.
Ajithkumar A
Abdul Mukshith C.J.
Shuvam Mitra
Vinoth M
Santhosh Kumar S
Anbu Manikandan D
Mohamed Safeek P
Immanuel Raja A
Godson J
Guruprasath C
Hakkim Arsath M
Mohamed Rilwan A
Sureshkumar M
Mohamed Hasan M
Karthikeyan M

...Respondent in Arb. O.P.54/2025
...Respondent in Arb. O.P.55/2025
...Respondent in Arb. O.P.56/2025
...Respondent in Arb. O.P.57/2025
...Respondent in Arb. O.P.58/2025
...Respondent in Arb. O.P.59/2025
...Respondent in Arb. O.P.60/2025
...Respondent in Arb. O.P.61/2025
...Respondent in Arb. O.P.62/2025
...Respondent in Arb. O.P.63/2025
...Respondent in Arb. O.P.64/2025
...Respondent in Arb. O.P.65/2025
...Respondent in Arb. O.P.66/2025
...Respondent in Arb. O.P.67/2025
...Respondent in Arb. O.P.68/2025
...Respondent in Arb. O.P.69/2025
...Respondent in Arb. O.P.70/2025
...Respondent in Arb. O.P.71/2025

Petitions filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, to appoint a sole Arbitrator to adjudicate all the disputes between the petitioner and the respondent based on the terms of agreement for training-cum-services dated 08.02.2023, 13.11.2023, 29.11.2022, 10.08.2022, 04.09.2023, 27.11.2023, 17.10.2023, 27.11.2023, 13.12.2022, 06.12.2022, 25.04.2022, 22.05.2023, 26.10.2022, 18.01.2024, 03.10.2023, 18.06.2024, 17.07.2023, 20.02.2024, 19.12.2022, 14.06.2023, 11.09.2023, 21.08.2023, 25.02.2022, 19.06.2023, 25.09.2023, 21.08.2023, 02.02.2023, 02.08.2023, 01.10.2024 and 24.07.2023, respectively.

For petitioner : Mr.T.Harish Chowdhary



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in all Arb. O.Ps

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COMMON ORDER

These petitions have been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (in short “the Act”), for appointment of a sole Arbitrator to adjudicate the disputes between the petitioner and the respondents in each petition based on the terms of agreement for training-cum-services dated 08.02.2023, 13.11.2023, 29.11.2022, 10.08.2022, 04.09.2023, 27.11.2023, 17.10.2023, 27.11.2023, 13.12.2022, 06.12.2022, 25.04.2022, 22.05.2023, 26.10.2022, 18.01.2024, 03.10.2023, 18.06.2024, 17.07.2023, 20.02.2024, 19.12.2022, 14.06.2023, 11.09.2023, 21.08.2023, 25.02.2022, 19.06.2023, 25.09.2023, 21.08.2023, 02.02.2023, 02.08.2023, 01.10.2024 and 24.07.2023, respectively.

2. Notice on the sole respondent in Arb.O.P.Nos.39, 40, 43, 42, 45, 46, 49, 51, 52, 53, 55 to 59, 62, 64, 65, 66, 67, 70 & 71 was effected through paper publication and affidavit of service has also been filed. Insofar as the sole respondent in Arb.O.P.Nos.47, 48, 54, 61, 63 & 69 of 2025, name of the respondent has also been printed in the cause list. There is no appearance either in



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person or through counsel for any of the above respondents. Hence, this Court heard the learned counsel for the petitioner and Mr.J.Antony Jesuraja, learned counsel for the sole respondent in Arb.O.P.Nos.60 & 68 of 2025 and carefully perused the materials available on record.

3. The petitioner is a private limited company and in the course of their business, the respondents were appointed as employees in their designation as Engineers. The petitioner company and the respondents also signed an agreement for training-cum-service. As per the relevant clause in the agreement, the respondents are required to undergo a mandatory training period for two years and after the mandatory training period, based on the performance of the respondents, the petitioner company will extend the employment for another two years. The respondents also agreed for the said condition imposed by the petitioner company.

4. The agreement also specifically provided that it will be left open to the respondents to show their willingness to resign from the petitioner company only after successfully completing the agreed four year tenure with the petitioner company.



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WEB COPY 5. The grievance of the petitioner company is that the respondents have abandoned their services from the petitioner company, without paying the compensation as contemplated under the agreement for resignation. Even though several attempts were made for recovering the amount or to hand over the assets of the company, such attempts proved futile.

6. The agreement provides for resolving the dispute through Arbitral Tribunal under Clause 28 of the agreement. Hence, trigger notices were issued under Section 21 of the Act on 20-1-2025, 14-2-2025, 24-12-2024, 20-1-2025, 25-3-2025, 20-1-2025, 24-12-2024, 24-12-2024, 24-12-2024, 14-2-2025, 24-12-2024, 20-1-2025, 20-1-2025, 14-2-2025, 24-12-2024, 14-2-2025, 20-1-2025, 24-12-2024, 24-12-2024, 20-1-2025, 14-2-2025, 24-12-2024, 24-12-2024, 14-2-2025, 24-12-2024, 24-12-2024, 24-12-2024, 24-12-2024, 25-3-2025 and 4-2-2025. In spite of receipt of the same, the respondents failed to accord their consent. The petitioner was also not in a position to appoint an Arbitrator unilaterally, in the light of the judgment of the Apex Court. It is under these circumstances, all these petitions have been filed before this Court seeking



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for appointment of an Arbitrator.

WEB COPY 7. In the considered view of this Court, there is existence of a valid arbitration clause in the agreement and the agreement is perfectly in line with Section 7 of the Act. Hence, this Court is inclined to appoint an Arbitrator. Accordingly, *Mr.K.V.Babu, Advocate (E.No.971/1990) (Mobile No.98400 75917), F-101, Subiksha Trinity, No.9/14, 4th Street, Bakthavatchalam Nagar, Adyar, Chennai-600 020, is appointed as sole Arbitrator* and the learned Arbitrator shall adjudicate the disputes between the parties and render an award.

8. Even though each petition deals with individual agreements, the issue that is involved in all cases is common. Hence, the learned Arbitrator shall hear all the claim petitions and while fixing the fees, the learned Arbitrator shall claim the fees in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017 and in line with the Fourth Schedule, by consolidating the entire claim amount and shall fix the fees on that consolidated amount.

These applications are disposed of in the above terms.

19.09.2025



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**Note : Registry to communicate this order
forthwith to the learned sole Arbitrator**

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N. ANAND VENKATESH, J.

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