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



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-11-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 407 of 2025

M/s Shanvi Enterprises
Rep by its Sole Proprietor
Mr.V.Amarnath
Flat No.2C, 2nd Floor, Surprabha
Apartment,
No.96/43, Gandhi Nagar, 2nd Main
Road, Adyar, Chennai-600020.

Petitioner

Vs

M/s Shapoorji Pallonji and Company
Private Limited,
Registered Office No.70, Nagindas
Master Road, Fort, Mumbai-400023.
Also at M/s Shapoorji Pallonji and
Company Private Limited, Regional
Office: KG360 Degrees IT Business
Park,
No.7A-1,7th Floor,
No.232/1, Dr.MGR Salai,
Kandanchavadi, Perungudi,
Chennai-600096.



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Respondent

PRAYER

- a) To appoint an independent and impartial arbitrator to adjudicate the dispute between the petitioner and the respondents in terms of the Contract Agreement No.SPCPL/CHN/CON/IIT PKD/WO/20-21/029 dated 19.11.2021 as set out under details of claims in Para No.8 above.
- b) Direct the respondents to pay the cost of this petition.

For Petitioner: Mr.K.Seetharam

For Respondent: No appearance

ORDER

This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate and decide the dispute between the petitioner and the respondent arising out of the contract agreement dated 19.11.2021.

2. When this petition came up for hearing on 21.07.2025, 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. The petitioner has supplied materials to the respondent through various invoices. The invoices have been filed along with this petition. The general terms and conditions of the contract pertaining to those invoices has also been filed as a document along with this petition. The petitioner claims that the respondent has failed to pay the total value of the invoices.



They claim that certain sums of money are still due and payable by the respondent to the petitioner towards the invoices raised by them. The general terms and conditions of the contract contains an arbitration clause, which is extracted hereunder:-

“Settlement of Dispute

Amicable Settlement and Arbitration

19.1 If a dispute of any kind whatsoever, that is teemed by the Contracior not to be subject to clouse 19.2, arises between the Contractor and the Subcontractor in connection with, or arising out of the subcontract or the execution of the Subcontract Works, whether during the execution of the Subcontract Works or after their completion and whether before or after repudiation or other termination of he Subcontract, then the Contractor or the Subcontractor may give a notice of such dispute to the other party, in which case the parties shall attempt for the next ninety days to settle such dispute amicably before the commencement of formal dispute proceedings in accordance with The Arbitration and Conciliation Act 1996

Dispute in connection with or arising out of Main Contract touching or concerning Subcontract Work

19.2 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Main Contract or the execution of the Main Works, whether during the execution of the Main Works or after their completion a whether before or after repudiation or other termination of the Main Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employers Representative, and the Contractor is of



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the opinion that such dispute touches or concerned the Subcontract Works and arbitration of such dispute under the Main Contract commences, the Contractor may by notice require that the Subcontractor provide such information and attend such meetings connection therewith as the Contractor may reasonably request such information supply and attendances being at the subcontractors cost or as directed at the sole discretion of the Contractor.”

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 19.02.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. According to the petitioner, no 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 18.08.2025. Private notice is also permitted.”

3. Pursuant to the above order, notice was permitted to be served on the respondent. But, however, it was returned. In view of the same, this Court ordered for effecting paper publication. Accordingly, paper publication has been effected and affidavit of service has been filed. Even though the name of the respondent is printed in the cause list, there is no appearance either in person or



through counsel.

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4. In view of the above, this Court finds that there is a valid agreement in line with Section 7 of the Arbitration and Conciliation Act, 1996, which contains an arbitration clause. Hence this Court is inclined to appoint a sole Arbitrator in this case. Accordingly, Mr.Anirudh Krishnan, Advocate, residing at No.24, Sriram Nagar North Street, Alwarpet, Chennai 600 018, Mobile No.7299088824 is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the contract agreement dated 19.11.2021, adjudicate the arbitral disputes that have arisen between the parties by holding the sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017.

5. This original petition is disposed of in the above terms. There shall be no order as to costs.

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

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To

1. Mr.Anirudh Krishnan

No.24, Sriram Nagar North Street

Alwarpet

Chennai 600 018

Mobile No.7299088824

2. The Director

Tamil Nadu Mediation and Conciliation

Centre-cum-Ex-Officio Member

Madras High Court Arbitration Centre

Chennai 600 104



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N.ANAND
VENKATESH J.

SS

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