



Arb.O.P.(Com.Div.) No. 410 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.08.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

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M/s. Sanitech Engineers & Consultant Private Limited,
Represented by its Managing Director,
Amit Sharma,
Having registered office at #8-2-686/K/15, Fourth Floor,
Opposite Audi Show-Room, Road No.12, Banjara Hills,
Hyderabad – 500 038. ... Petitioner

Vs.

Larson & Turbo Limited,
Represented by its General Manager,
Head of Procurement,
Mount Poonamallee Road Manapakkam,
P.B. No. 979, Chennai – 600 089. ... Respondent

Prayer : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator in terms of Clause 23 of the agreed Commercial Terms and Conditions dated 05.08.2015 to adjudicate on the dispute that have arisen between the petitioner and the respondent and refer the disputes for arbitration and awarding costs incurred in filing the present petition to the petitioner.

For Petitioner : Mr. Shabeer Ali
for Mr. Dinesh Balachandran
For Respondents : Set exparte



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ORDER

WEB COPY The notice sent to the respondent has been duly served. The acknowledgement card has been filed along with the affidavit of service. The name of the respondent has also printed in the cause list today. The respondent remains unrepresented. Hence, the respondent is set ex parte by this Court.

2. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator by this Court.

3. There seems to be a dispute between the petitioner and the respondent arising out of the Letter of intent and Commercial Terms and conditions dated 05.08.2015 as well as the Work Order dated 04.11.2015. The Letter of intent and Commercial Terms and conditions dated 05.08.2015 contains an arbitration clause and the same is reproduced hereunder: -

“23.ARBITRATION

All disputes & differences arising out of the connection(s) with this order failing amicable settlement



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shall be referred to arbitration under the Arbitration & Conciliation Act 1996 or any statutory modification thereof in force at that time. The venue of such arbitration shall be at Chennai. However the work as contracted shall not be suspended during proceedings.”

4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 27.05.2022 and has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. A reply has also been sent by the respondent to the arbitration invocation notice dated 27.05.2022 on 24.06.2022. As seen from the reply, the respondent has admitted the existence of the arbitration clause but the objection they have raised is that the procedure prescribed under Arbitration Clause has not been followed by the petitioner.

5. Learned counsel for the petitioner would submit that only in accordance with the procedure contemplated as per the arbitration clause, this petition has been filed seeking for appointment of an Arbitrator by this Court.



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6. Since the respondent has chosen not to enter appearance in this petition and since the respondent has been set ex parte in this petition, the contention of the petitioner that the procedure for appointment of arbitrator has been followed, has to be accepted.

7. Since there exists an arbitration clause in the Letter of Intent and Commercial Terms and conditions dated 05.08.2015 and since the petitioner has complied 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 has to necessarily appoint an Arbitrator as prayed for in this petition.

8. Accordingly, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

a) Accordingly this Court appoints **Hon'ble Mrs.Justice V.Bhavani Subbaroyan, Former Judge of the Madras High Court, residing at No.2A, Plot No.50, Mohanapuri 3rd Street, Brindavan Nagar, Adambakkam, Chennai – 88 (Mobile No.9444014072)** is appointed as the Sole Arbitrator to adjudicate the dispute between the



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parties arising out of the Letter of intent and Commercial Terms and conditions dated 05.08.2015 as well as Work Order dated 04.11.2015.

(b) The Arbitrator shall be paid her 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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