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Arb O.P(COM.DIV.) No. 3
of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-09-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 388 of 2025

M/s.TSR FILMS PRIVATE LIMITED

Rep by authorised signatory,
Mr.D.Teddy Josua No.2,
(Old No 29),Lake Area, 1st Cross
Street, Nungambakkam,
Chennai-600 034.

Petitioner

.Vs.

M/S.Sri Narayan Chitramandir-
SC1(Bagalkote)
Ward No.2,CTS
No.887/A/3713,Kulakarani Pete, Post-
Ilkal, Bagalkote Karnataka-587125.

Respondent(s)

PRAYER

Petition filed under Section 11(5) r/2 10(2) of the Arbitration and Conciliation Act, 1996, tTo appoint a Sole Arbitrator to resolve the dispute between the parties arising out of the Agreement dated 12.10.2023.



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For Petitioner (s): Dhanaram Ramachandran
for M/s.D.R.Law Chambers

For Respondent(s): No Appearance

ORDER

This petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 [hereinafter referred as 'the Act'] for appointment of sole arbitrator to resolve the dispute between the parties arising out of the Agreement dated 12.10.2023.

2. When the matter came up for hearing on 14.07.2025, this Court passed the following order:

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

2. There seems to be a dispute between the petitioner and the respondent arising out of the Agreement, dated 12.10.2023. There exists an arbitration clause in the Agreement, dated 12.10.2023 and the same is extracted hereunder :-

“15.Jurisdiction and Dispute Resolution: This agreement will be governed by the Courts in Chennai and will



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be governed by the laws of India. In the event of any dispute or difference arising at any time between the parties hereto as to the constructions, meaning or effect of this agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the parties hereto, the same shall be referred to the arbitration of a Sole Arbitrator appointed mutually by parties, whose decision shall be final and binding on the parties. The Arbitral Proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and /or any statutory modification or re-enactment thereof for the time being in force. The venue of such arbitration shall be at Chennai only and the courts at Chennai alone shall have the sole and exclusive jurisdiction. The language so used in the Arbitral proceedings shall be English.”

3. The petitioner has already invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 24.04.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same by the petitioner. Since there is no consensus between the parties with regard to the name of the Arbitrator, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator.

4. Since there exists an arbitration clause in the Agreement, which is the subject matter of the contract between the parties and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court



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*is issuing notice to the respondent, through Court as well as
privately returnable by 07.08.2025.*

5. Post the matter on 07.08.2025.

3.The respondent has been issued with notice and their name has also been printed in the cause list. There is no representation either in person or through counsel.

4.Heard the learned counsel for the petitioner and carefully perused the materials available on record.

5.This Court is convinced that there is an Agreement dated 12.10.2023 arising between the parties in line with Section 7 of the Act and agreement also contains the arbitration Clause.

6.Taking into consideration the facts and circumstances of the case and the materials placed before this Court, this Court proceeds to appoint a sole



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Arbitrator. Accordingly, Mr.V.Suresh, Advocate with address for service at (Hussaina Manzil, 3rd Floor, No.255, (Old No.123), Angappan Naicker Street, Chennai 600 001, Mobile No.9444231497, E-mail: rightstn@gmail.com) is appointed as the sole Arbitrator and the Arbitrator is requested to enter upon reference qua the Agreement dated 12.10.2023, adjudicate the arbitral dispute that were arising 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.

7.This Arb. OP is disposed of in the above terms. There shall be no order as to costs.

22-09-2025

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

KP



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To

1.Mr.V.Suresh

Advocate

Hussaina Manzil, 3rd Floor, No.255,
(Old No.123), Angappan Naicker Street,
Chennai 600 001.

2. The Director

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



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N.ANAND VENKATESH J.

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