



Arb.O.P.(Com.Div.) No. 390 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.08.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

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M/s. TSR Films Private Limited,
Rep., by its authorized signatory,
D. Teddy Joshua,
No.2, (Old No.29), Nungambakkam,
Chennai – 600 034.

... Petitioner

Vs.

M/s. Basavaraj Chitramandira,
D.No.418/3113, Ward No.21, Teggina Oni,
Near Basaveshwar Circle, Kushtagi,
Koppal District, Karnataka – 583 277.

... Respondent

Prayer : Petition filed under Section 11(5) r/w 10(2) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to resolve the dispute between parties arising out of the Agreement dated 14.12.2023 and thus render justice.

For Petitioner : Mr. Dhanaram Ramachandran

For Respondent : Set exparte



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ORDER

As directed by this Court in its earlier order dated 07.08.2025, the registry has printed the name of the respondent in the cause list today. The notice sent to the respondent has been returned with an endorsement 'refused', which amounts to deemed service, which is also recorded by this Court in its earlier order dated 07.08.2025. The respondent remained 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 Agreement dated 14.12.2023. There exists an arbitration clause in the Agreement dated 14.12.2023 and the same is reproduced hereunder: -

“15.Jurisdiction and Dispute Resolution: This Agreement will be governed by the courts in Chennai and will be governed by the laws of India. In the event of any



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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.”

4. The petitioner has invoked arbitration in accordance with arbitration clause by issuing notice to the respondent on 24.04.2025 and has complied with the requirements Section 21 of the Arbitration and Conciliation Act, 1996. The respondent has not sent any reply to the arbitration invocation notice sent by the petitioner.



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5. Since there exists an arbitration clause in the Agreement which is the subject matter of the dispute between the parties and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since the respondent has been set ex parte by this Court, this Court has to necessarily appoint an Arbitrator as prayed for in this petition.

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

a) **Mr.Vishnu Mohan, Advocate, who is having Office at No.8, 8th Street, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004, (Mobile No.9381353434)** is appointed as the Sole Arbitrator to adjudicate the dispute between the parties arising out of the Agreement dated 14.12.2023;

(b) The Arbitrator shall be paid his 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;



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(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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