



WEB COPY



Arbitration Original Petition (Com.Div.) No.598 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.12.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.598 of 2025

V.Rajakumar
S/o.V.Vella Ganesan

.... Petitioner

Vs.

1.K.Nathan
S/o.T.Kanagasabapathy

2.P.Mahendran
S/o.K.Perumal

3.K.Jayanthi
W/o.Kanagasabapathy

.... Respondents

PRAYER

Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking to resolve the dispute between the applicant and the respondents arising out of and in connection with the Partnership Deed dated 16.09.2009.

For Applicant : Mr.Ralph V. Manohar



ORDER

WEB COPY

This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as 'the Act'] to appoint an arbitrator to resolve the dispute arising out of the Partnership Deed dated 16.09.2009.

2. When the matter came up for hearing on 25.09.2025, this Court passed the following order:

“This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as 'the Act'] to appoint an arbitrator to resolve the dispute arising out of the Partnership Deed dated 16.09.2009.

2. The agreement provides for referring the dispute for Arbitration under clause 22 and the same is extracted hereunder:-

"22. If, at any time, any dispute, doubt or question arises between the Partners 1 to 3 herein in respect of the partnership business, particularly the accounts, transactions, profits and losses of the firm, then in such circumstances, the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act, who shall be the retired District Judge."

3. The trigger notice under Section 21 of the Act was issued on 19.12.2024 and the same has also been received by the respondents. Since there was no response, the present petition has been filed before this Court.

4. Notice to the respondents returnable by 27.10.2025. Private notice is also permitted.

Post this petition for hearing on 27.10.2025.”



3. When the matter came up for hearing on 27.10.2025, this Court passed the following order:

“Learned counsel for the petitioner submitted that R2 alone was served and insofar as R1 and R3 are concerned, the notice was returned with an endorsement “left”.

2. In view of the above, the learned counsel for the petitioner is directed to effect notice on the respondents/R1 and R3 through paper publication. The paper publication shall be effected in the Malai Malar, Thoothukudi edition, on or before 07.11.2025 and notice shall be returnable by 17.11.2025.

3. Post on 17.11.2025.”

3. Notice sent to the respondents 1 and 3 was returned with an endorsement “left” and hence, this Court, by order dated 27.10.2025, directed learned counsel for petitioner to effect service on respondents 1 and 3 through paper publication. Accordingly, paper publication has been effected and affidavit of service has been filed and the names of respondents have also been printed in the cause list. There is no appearance either in person or through counsel. This Court finds that there is a valid agreement between the parties in line with Section 7 of the Act. The agreement also provides for arbitration clause in Clause 22 of the Partnership Deed.



WEB COPY



Arbitration Original Petition (Com.Div.) No.598 of 2025

N.ANAND VENKATESH, J.

gm

4. In view of the above, this Court is inclined to proceed further and appoint Sole Arbitrator and refer the dispute between the petitioner and the respondents to the Sole Arbitrator, which will be dealt with on its own merits and in accordance with law.

5. In the light of the above discussion, this Court appoints Mr.T.Murugamanickam, Senior Advocate, 63, New Addl. Law Chambers, High Court Buildings, Chennai – 600 104 [Mobile No.98409 66260], as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this petition is disposed of.

08.12.2025

Index:yes/no

Speaking order/Non-speaking order

NCC:yes/no

gm

Arbitration Original Petition (Com.Div.) No.598 of 2025