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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-12-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 469 of 2025

1. M/s.Anugraha Real Value Services (Chennai) Private Limited,
Rep by its Authorized Signatory
Mr.B. Balakrishnan
Having its registered office
At No.91 and 92,
Kodambakkam High Road,
Nungambakkam, Chennai-600 034.

Petitioner(s)

Vs

Royaloak Infrastructure LLP
Represented by its Authorized representative,
4th Floor,No.5 Raj Square,
Vijaya Bank Colony Main Road
Banasawadi,Outer Ring Road,
Bangalore-560043.

Respondent(s)

PRAYER

Petition filed under Section 11 (5) of the Arbitration and Conciliation Act, 1996.

praying to appoint an Arbitrator to adjudicate and resolve the disputes through



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arbitral proceedings between the parties.

For Petitioner(s): Ms.B.V.Diveyadharsini for
Mr.S.Namasivayam

For Respondent(s): Mr.Mohamed Ismail



ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for the sake of brevity, hereinafter referred to as 'the Act') seeking for appointment of an Arbitrator by this Court.

2. When the matter came up for hearing on 13.08.2025, this Court passed the following order:

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

2. There seems to be a dispute between the petitioner and the respondent arising out of the Lease Deed dated 02.03.2021. There exists an arbitration clause in the Lease Deed dated 02.03.2021. The same is extracted hereunder:

'31. Dispute Resolution a) Any controversy or claim or dispute or difference arising out of or relating to the Lease Deed or interpretation of any provisions hereof or any breach or alleged breach hereof, shall be referred to and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator, to be jointly



appointed by both the parties. The arbitration proceedings shall be held in Chennai and the decisions of the arbitrator shall be final and binding on the parties. The language of the arbitration shall be in the English language. b)The Courts in Chennai shall alone have jurisdiction over the subject matter of this Lease deed.'

3.The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 01.07.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act. No reply has been sent by the respondent 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 there is no consensus between the parties with regard to the name of the Arbitrator and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996, this Court is issuing notice to the respondent returnable by 12.09.2025. Private notice is also permitted.

3.The petition was again listed for hearing on 13.10.2025 and this Court passed the following order:

Affidavit of service has been filed. The respondent is represented through counsel. The learned counsel for the respondent submitted that considering the nature of dispute involved in this case, the parties can be



referred to the Mediation Centre to resolve the dispute amicably.

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2.The learned counsel for the petitioner submitted that an attempt can be made to resolve the dispute amicably.

3.In view of the above, the parties are directed to be present before the Mediation Centre attached to this Court on 27.10.2025 at 11.30 a.m. and the process of mediation can be commenced immediately and report shall be filed before this Court.

4.Post this case under the caption 'For Filing Mediation Report' on 17.11.2025.

4.Pursuant to the above order, both the parties went before the Mediation Centre and a Mediation Report has been received by this Court, enclosing the Memorandum of Compromise signed by both parties.

5.The learned counsel appearing on either side submitted that both the parties were able to reach a compromise and the Memorandum of Compromise that was submitted before the learned Mediator was placed before this Court.



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6. In the light of the above development, this petition is disposed of in terms of Memorandum of Compromise dated 26.11.2025.

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To
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N.ANAND VENKATESH J.

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