



Arb.O.P.(Com.Divn.) No.523 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2025

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb.O.P.(Com.Divn.) No.523 of 2025

M/s.AMA Hype Traders Private Limited

Having its Registered Office

at Flat-A, "Sonex Haven"

R22/2, East Main Road

Anna Nagar West Extension

Chennai – 600 101

By its Managing Director

Mr.Joseph Jude Ananth Kagoo

.... Petitioner

Vs

D.Durai, Proprietor

M/s.World Trade Fashion

Having Office at 3/132-C

Near Revathi Theatre, Sathya Colony

Mannarai, Tiruppur

Pin – 641 607.

..... Respondent

Prayer : Application filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to (a) appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the arbitration agreement dated 21.01.2021; (b) direct the respondent to pay costs; and (c) grant such further reliefs as this Court may deem fit under the circumstances of the case.



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For Petitioner : Mr.S.Suresh

For Respondent : Ms.S.Deepika

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [for brevity hereinafter referred to as the “Act”] for appointment of an Arbitrator to adjudicate the disputes between the petitioner and the respondent.

2. When the matter came up for hearing on 28.08.2025, this Court passed the following order:

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

2. There seems to be a dispute between the petitioner and the respondent, arising out of the Memorandum of Understanding dated 04.01.2021. In the said agreement, there exists an arbitration clause, which is extracted hereunder :

“9) In case of any dispute or differences between the parties in connection with any matter



relating to this MOU & F.A, the same shall be referred to arbitration by a Sole Arbitrator appointed by the mutual consent of both the parties herein referred. The decision of the sole arbitrator shall be final and binding on the parties.”

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 07.03.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondent has sent a reply dated 20.03.2025.

4. Since there exists an arbitration clause in the Memorandum of Understanding, which is the subject matter of the dispute between the parties and since the petitioner has invoked arbitration in accordance with the arbitration clause by complying with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996, this Court is issuing notice to the respondent, returnable by 25.09.2025. Private notice is also permitted.”

3. After notice was served on the respondent, the matter was listed for final hearing. Counter affidavit has been filed by the respondent.

4. The respondent has refuted the entire claim made by the petitioner. The respondent has also taken a stand that the arbitration agreement does not



contemplate the seat of arbitration. That apart, 138 proceedings are also pending between the parties.

5. Heard Mr.S.Suresh, learned counsel appearing for the petitioner and Ms.S.Deepika, learned counsel appearing for the respondent.

6. The objections that have been raised on the side of the respondent touches the merit of the case and the same cannot be gone into in a petition filed under Section 11 of the Act. It has to be necessarily raised before the Arbitrator, which will be considered by the learned Arbitrator on its own merits and in accordance with law.

7. Considering the fact that there is a valid agreement between the parties in line with Section 7 of the Act, which contains an arbitration clause, this Court is inclined to appoint an arbitrator.

8. In view of the above, Mr.Nissar Ahmed, Senior Advocate, having Chambers at No.298, New Additional Law Chambers, High Court Buildings, Chennai-600104. Ph.No.93810-34671, Email ID:nisszrsenioradvocate@gmail.com



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is appointed as sole Arbitrator and the Arbitrator is requested to 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.

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

27-10-2025

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N. ANAND VENKATESH., J

ds

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