



Arb.O.P.(Com.Divn.) No.529 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.529 of 2025

TVS Motor Company Limited
Rep. by its Authorised Signatory D.karthik
Regd. Off. At "Chaitanya",
No.12, Khader Nawaz Khan Road
Nungambakkam, Chennai – 600 006.

Also at :

P.B. No.4, Harita
Hosur – 635 109.

.... Petitioner

Vs

M/s.Sant Motors
Proprietor Mr.Gurjeet Singh
Opp. SSP Office
Amritsar Road, Tarn Taran
Punjab – 143 401.

.... Respondent

Prayer : Application filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator under Clause 27 of the Authorized Main Dealership Agreement dated 01.04.2018 to adjudicate the disputes between the parties and pass orders.



Arb.O.P.(Com.Divn.) No.529 of 2025

For Petitioner : Mr.Anirudh Krishnan
For Respondent : No appearance

ORDER

This petition has been filed under Section 11(5) 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 03.09.2025, this Court passed the following order:

“This arbitration original petition has been filed under Section 11 of the Arbitration and Conciliation Act for appointment of an Arbitrator to adjudicate the dispute between the petitioner and the respondent.

2. This Court heard the learned counsel for petitioner and perused the materials available on record. The relevant clauses under the agreement are extracted hereunder:-

“CLAUSE 26

GOVERNING LAW AND JURISDICTION

26. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India. Subject to Clause 27 below, wherever judicial intervention is possible, the District Court at Krishnagiri within whose jurisdiction Hosur comes under, shall have exclusive jurisdiction in respect of all matters



relating thereto under any law for the time being in force, including intervention of courts under Arbitration and Conciliation Act, 1996, or any amendment thereof, and each of the Parties hereby consents to the exclusive jurisdiction of such Court and of the appropriate appellate courts therefrom and irrevocably waive, to the fullest extent permitted by law, any objection which it may have now or hereafter to the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form.

CLAUSE 27

DISPUTE RESOLUTION

27.1 All disputes, differences, controversies or claims arising out of or relating to this Agreement or other contract/s or document/s or arrangement/s between the Parties hereto in relation to the transactions under or pursuant to this Agreement, either during their subsistence or thereafter, (The Dispute) shall be settled in the following manner.

27.2 A Dispute will be deemed to arise when one Party serves on the other Party a notice stating the nature of the Dispute (a 'Notice of Dispute').

27.3 No dispute/s other than Dispute/s raised in Notice of Dispute can be taken or agitated by the Party causing such a Notice of Dispute, in the arbitration ensuing such Notice of Dispute, and as contemplated in Clause 27.6 below.

27.4 The Parties hereto agree that they may use all reasonable efforts to resolve the Dispute as contained in the Notice of Dispute through Conciliation in the manner as provided herein below.

27.5 Agreement in relation to Conciliation: The Dispute as contained the Notice of Dispute may be referred to Conciliation of a conciliator to be selected/appointed by the Chairman and Managing Director of the Company or the person nominated by him in that behalf. The Conciliator so appointed shall conduct the proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof. Such Conciliation shall be conducted in English language and the venue of Conciliation shall be either in Hosur or at such other place/venue as it is convenient for the Conciliator.



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Arb.O.P.(Com.Divn.) No.529 of 2025

27.6 The Dispute as contained in the Notice of Dispute which could not be settled by the Parties through Conciliation (if preferred) after the period of thirty (30) Days from the service of the Notice of Dispute, shall be finally settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its statutory amendments thereof, and:

(a) All proceedings of arbitration shall be conducted in English;

(b) The arbitral tribunal shall comprise of a sole arbitrator selected by the Chairman and Managing Director of the Company or any other person nominated by the Chairman and Managing Director in the regard (hereinafter referred to as the 'Appointing Authority'); however, the Company may at its sole discretion if requires resolution of the Dispute/s by an arbitral tribunal comprising of three (3) arbitrators, then, one arbitrator to be selected by the Company, the other arbitrator to be selected by the AMD, and the third arbitrator to be selected by the two arbitrators appointed by the Company and the AMD, who shall serve as Presiding Arbitrator of the Arbitral Tribunal;

(c) In no event, the power/authority of Appointing Authority in selecting/appointing arbitrator can be challenged or questioned. The Appointing Authority gets the power and authority on the mutual agreement under this clause to select/appoint arbitrator at its choice and the same can be exercised by the appointing authority in the manner it deems it. The Appointing Authority need not subject itself to any general or specific procedure in the matter of appointment of arbitrator.

(d) Upon the Arbitral Tribunal entering the Dispute so referred to it, it shall have full, complete and valid jurisdiction as enshrined in the Arbitration and Conciliation Act, 1996 and/or any other modifications/amendments thereof, to adjudicate/resolve the Dispute;

(e) The venue of arbitration may be in Hosur or any other venue as per the choice of the arbitral tribunal; and

(f) The costs of arbitration shall be initially borne equally by the Parties to it and when the arbitral tribunal awards any cost, interest in favour of a Party, the Party who is directed by the arbitral



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Arb.O.P.(Com.Divn.) No.529 of 2025

tribunal/order/s of the arbitral tribunal shall finally bear the same and honour the award in letter and spirit.”

3. It is also seen from records that the trigger notice dated 20.11.2024 has been issued by the petitioner to the respondent and there was no response.

4. Hence, issue notice to the respondent returnable by 06.10.2025. Private notice is also permitted. Post on 06.10.2025.”

3. Pursuant to the above order, notice was served on the respondent and affidavit of service has been filed. Though the name of the respondent is printed in the cause-list, there is no appearance for the respondent either in person or through counsel.

4. Heard Mr.Anirudh Krishnan, learned counsel appearing for the petitioner and also perused the materials available on record.

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



Arb.O.P.(Com.Divn.) No.529 of 2025

6. In view of the above, Ms.Chandini Pradeep Kumar, Advocate, having Office at No.1B, I Floor, Wellington Estate, No.53, Ethiraj Salai, Egmore, Chennai – 600 008, Ph.No. 8397056352, Email ID : chandhini@chamber28.com, is appointed as sole Arbitrator and the Arbitrator is requested to adjudicate the arbitral dispute that were arising between the parties by holding 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.

27-10-2025

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Arb.O.P.(Com.Divn.) No.529 of 2025

N. ANAND VENKATESH., J

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Arb.O.P.(Com.Divn.) No.529 of 2025

27.10.2025