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Arb O.P(COM.DIV.) No. 4
of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-11-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 465 of 2025

M/S.Sobek Auto India Pvt Ltd
Having its registered office at
3rd Floor, 90 B, Delhi Jaipur Expressway
Udyog Vihar, Sector 18, Gurugram
Haryana 122101

Petitioner

Vs

M/s.Mikro Grafeio Services Pvt Ltd
Having its registered office at
Sanhasa Square, Bharathi Park 3rd
Cross, SAHS Post, Coimbatore
Tamil Nadu 641043
now at:
Having its registered office at 59B,
V Block, Kovaipudur Coimbatore
Tamil Nadu 641042

Respondent

PRAYER

To appoint a Sole Arbitrator to resolve the dispute between the parties that has arisen out of the service agreement dated 06.12.2022



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For Petitioner: Mr.P.Suresh

For Respondent: No appearance

ORDER

This original petition has been filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate and decide the dispute between the petitioner and the respondent arising out of the service agreement dated 06.12.2022 and novation agreement dated 30.06.2023.

2. When this petition came up for hearing on 07.08.2025, this Court passed the following order:-

“This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (in short “the 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 contracts dated 06.12.2022 and 30.06.2023. There exist an arbitration clause in both the contracts and the same is reproduced hereunder:-

DISPUTE RESOLUTION MECHANISM

12.1 Any dispute arising out of or in relation to this Agreement, shall be resolved by mutual discussions or negotiations between the Parties amicably. If within fifteen (15) days after commencement of such discussions and negotiations, the Parties fail to resolve the dispute, then such dispute shall be resolved through arbitration by a sole arbitrator mutually appointed by both the Parties. The arbitration shall be as per the Arbitration and Conciliation Act, 1996. The seat and place of



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arbitration shall be Chennai. The venue of arbitration shall be any mutually agreed location in Chennai. All proceedings shall be in English. Subject to arbitration, the courts at Chennai shall have exclusive jurisdiction.

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 02.11.2023 to comply with the requirements of Section 21 of the Act. A reply has also been sent by the respondent to the petitioner on 20.12.2024.

4. Since there exist an arbitration clause in the contracts dated 06.12.2022 and 30.06.2023, and since the petitioner has complied with the statutory requirements of Section 21 of the Act by issuing notice to the respondent on 02.11.2023, and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court is issuing notice to the respondent through Court as well as privately returnable by 26.08.2025. ”

3. Pursuant to the above order, notice was permitted to be served on the respondent. But, however, it was returned. In view of the same, this Court ordered for effecting paper publication. Accordingly, paper publication has been effected and affidavit of service has been filed. Even though the name of the respondent is printed in the cause list, there is no appearance either in person or through counsel.

4. In view of the above, this Court finds that there is a valid agreement in line with Section 7 of the Arbitration and Conciliation Act, 1996, which



contains an arbitration clause. Hence this Court is inclined to appoint a sole Arbitrator in this case. Accordingly, Mr.B.Vijay, Advocate, having address for service at No.257, Second Floor, Canara Bank Building, Angappa Naicken Street, Parrys, Chennai 600 001, Mobile No.9840445527 is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the service agreement dated 06.12.2022 and novation agreement dated 30.06.2023, adjudicate the arbitral disputes that have arisen 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.

5. This original petition is disposed of in the above terms. There shall be no order as to costs.

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

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1. Mr.B.Vijay

No.257, Second Floor
Canara Bank Building
Angappa Naicken Street
Parrys, Chennai 600 001
Mobile No.9840445527

2. The Director

Tamil Nadu Mediation and Conciliation
Centre-cum-Ex-Officio Member
Madras High Court Arbitration Centre
Chennai 600 104



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VENKATESH J.

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