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



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-11-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 445 of 2025

Mr.Rajagopal Jayaraman
Plot 79, Galaxy Genius Square,
Pudhupakkam, Chennai,
Tamil Nadu-603103.

Petitioner(s)

Vs

M/s.Sarvaloka Services on Call Private
Limited (“HouseJoy”)
Represented by Authorised
Representative HouseJoy,
No.L-371, 5th Main,
HSR Layout, Sector 6,
Bengaluru-560102.

Respondent(s)

PRAYER

To appoint a Sole Arbitrator to resolve the dispute between the Petitioner and the Respondent as per the Booking Agreement dated 27.03.2021, along with direction to the Respondent to pay the cost of the Petition



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For Petitioner(s): Ms.Janani P.R

For Respondent(s): No appearance

ORDER

This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate and decide the disputes between the petitioner and the respondent arising out of the booking agreement dated 27.03.2021.

2. When this petition came up for hearing on 31.07.2025, 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 Booking Agreement dated 27.03.2021. In the said agreement, there exists an arbitration clause, which is extracted hereunder:

10. DISPUTE RESOLUTION

If any dispute arises in relation to this Agreement ("Dispute"), the Party asserting that a Dispute has arisen must give the other Party a written notice ("Dispute Notice") which sets out each issue complained of; the outcome sought by the Party giving the Dispute Notice; the steps that the Party giving the Dispute Notice thinks needs to be undertaken to achieve the said outcome; and



the reasons that Party thinks it should be entitled to that outcome.

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If, within 7 days of a Dispute Notice being given (or within such further period as agreed in writing by the Parties), the Parties have not agreed on the dispute resolution technique and procedures to be adopted in seeking to resolve the Dispute; the timetable for all steps in those procedures; and the selection and compensation of all independent persons required for such technique; then the Parties must forthwith refer the dispute to arbitration for final resolution. Such arbitration shall be conducted in Chennai with the seat with the seat of arbitration also being Chennai, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof by sole arbitrator mutually appointed by the Parties. Language of arbitration shall be English.

11. JURISDICTION

This Booking Agreement is purely a civil obligation and falls within the ambit and purview of the contractual laws enforceable for the time being and as such the parties to this Agreement are governed, bound by and construed in accordance with the exclusive jurisdiction of the prevalent Civil Laws at present in India The Civil Courts in Tamil Nadu shall have exclusive jurisdiction over all disputes arising there from.

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 03.12.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same.



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4. Since there exists an arbitration clause in the contract, 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 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, returnable by 28.08.2025. Private notice is also permitted.”

3. Pursuant to the above order, the private notice that was sent to the respondent came to be returned. Therefore, this Court directed the learned counsel for petitioner to effect substituted service on the respondent and accordingly, substituted service has been taken on the respondent and affidavit of service has also been filed. Even though the names of the respondent is printed in the cause list, there is no appearance either in person or through counsel.

4. It is seen that there is a valid agreement between the parties in line with Section 7 of the Arbitration and Conciliation Act, 1996, which contains an arbitration clause. Hence, Ms.Aparajitha, Advocate, having address for service at New No.15, Old No.6, Deivasigamani Street, Royapettah, Chennai 600 014, Mobile No.96771 97190, email: admin@jenasenan.com is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the booking agreement dated 27.03.2021, 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.

13-11-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

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To

1. Ms.Aparajitha
New No.15, Old No.6,
Deivasigamani Street
Royapettah
Chennai 600 014
Mobile No.96771 97190
email: admin@jenasenan.com

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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