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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 470 of 2025

Mrs.K.Thilagavathy,
Represented by her Power Agent Kasinathan
Partner
M/s. Arlos Fitness Studio (since dissolved)
No.25/12, Jeevan Nagar II Street,
Adambakkam, Chennai 600 088

Petitioner(s)

Vs

Mr.B. Mukesh Kumar
Partner
M/s. Arlos Fitness Studio (since dissolved)
No.13/7, State Bank Colony Main,
Palavanthangal, Chennai 600 114.

Respondent(s)

PRAYER Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, praying to appoint an arbitrator to enter upon reference and adjudicate the disputes between petitioner and the respondent arising under the partnership agreement dated 09.10.2018 and pass an award. b) direct the respondent to pay costs of the petition.



For Petitioner(s): Mr.S.Ramesh

For Respondents(s): Mr.T.Easwaradhas

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 the 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 Partnership Deed dated 09.10.2018. There exists an arbitration clause in the Partnership Deed dated 09.10.2018. The same is extracted hereunder:

'17.That any dispute or difference which may arise



between the parties, or their representatives with regard to the constructions meaning, and effect of this deed or any part thereof, or regarding the accounts, profits or losses of the business, or the rights and liabilities of the partners under this deed, or the dissolution or winding up of the business or any other matter relating to the partnership shall be referred to arbitrators. Insofar as the arbitration is concerned, the provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration with modification upto the date. '

3.The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 13.05.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act. A reply dated 07.06.2025 has been sent by the respondent.

4.Since there exists an arbitration clause in the Partnership Deed dated 09.10.2018, 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



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Arbitration and Conciliation Act, 1996, this Court is issuing notice to the respondents returnable by 12.09.2025. Private notice is also permitted.

3.Heard the learned counsel for the petitioner and the learned counsel appearing on behalf of the respondent.

4.On carefully considering the submissions made on either side and the materials available on record, it is seen that there is existence of a valid agreement under Section 7 of the Act and it contains an arbitration clause. Therefore, all the other issues can be raised before the learned Arbitrator who shall deal with the same on its own merits and in accordance with law.

5.In view of the above, this Court is inclined to to appoint a sole Arbitrator. Ms.S.Shanthakumari, Advocate, 93, Law Chambers, High Court, Chennai 600 104 [Mobile:9840226626; 9940226262] email: jayam.26262@gmail.com; jayam.26269@gmail.com is appointed as sole Arbitrator. The sole Arbitrator is requested to enter upon reference, adjudicate



upon arbitrable disputes that have arisen between the parties. The Arbitrator shall hold sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Hon'ble sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

6. This petition is disposed of in the above terms. No Costs.

13-10-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

SSR



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2. The Director
Tamil Nadu Mediation and Conciliation
Centre-cum-Ex-Officio Member
Madras High Court Arbitration Centre
Chennai - 104.



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N.ANAND VENKATESH J.

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