



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P No. 75 of 2025

C R Manjunathan
S/o C.R.Ramalingam
D.No.733, Edayar Street
Coimbatore 641 001

Petitioner

Vs

1. M/s Shree Aboorvaas Pure Veg
Restaurant (P) Ltd rep by its
Director C.B.Murali
S/o Balasubramaniam
D.No 12, NRN Layout
Pappanaickenpalayam
Coimbatore South
Coimbatore 641 037
2. C.B.Murali
S/o Balasubramaniam
D.No 12, NRN Layout
Pappanaickenpalayam
Coimbatore South
Coimbatore 641 037
3. M.Bhuvaneswari
W/o C.B.Murali



Director of M/s Shree Aboorvaas
Pure Veg Restaurant (P) Ltd.,
D.No 12, NRN Layout,
Pappanaickenpalayam
Coimbatore South
Coimbatore 641 037

Respondents

PRAYER

To appoint an arbitrator to resolve the dispute between the petitioner and the respondents.

For Petitioner: Mr.M.Karuanantham

For Respondents: Mr.T.Saikrishnan

ORDER

This original petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.

2. When the petition 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 resolve the dispute between the petitioner and the respondents.

2. On hearing the learned counsel for petitioner and also considering the materials available on record, it is seen that the petitioner had initially filed a suit before the Commercial Court, Coimbatore under COS No.55 of 2024 against the respondents seeking for recovery of rental arrears. In this suit, the respondents filed I.A.No.2 of 2024



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under Section 8(1) of the Act. This interlocutory application came to be disposed of by an order dated 04.12.2024 and the relevant portions are extracted hereunder:-

“5.The primary contention of the respondent/plaintiff in this petition is that the rent agreement is unregistered and cannot be referred to Arbitration. This Court consider the judgment of Hon'ble Supreme Court of India in Re. Interplay between Arbitration Agreement under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899. The Hon'ble Supreme Court have held as follows:-

"224. The conclusions reached in this judgment are summarized below:

- a) Agreements which are not stamped or are inadequately stamped are inadmissible in evidence under Section 35 of the Stamp Act. Such agreements are not rendered void or void ab initio or unenforceable;
- b) Non-stamping or inadequate stamping is a curable defect;
- c) An objection as to stamping does not fall for determination under Sections 8 or 11 of the Arbitration Act. The concerned court must examine whether the arbitration agreement prima facie exists;
- d) Any objections in relation to the stamping of the agreement fall within the ambit of the Arbitral tribunal; and



e) The decision in NN Global 2 (supra) and SMS Tea Estates (supra) are overruled. Paragraphs 22 and 29 of Garware Wall Ropes (supra) are overruled to that extent."

6. From the dictum laid by the Hon'ble Supreme Court that an objection related to stamping of agreement would not fall for determination under the proceedings under Section 8 of the Arbitration and Conciliation Act and any objection related to the stamping of the agreement would fall within the ambit of Arbitral Tribunal. Hence, this Court is of considered stand that the objection as to non registration of rent agreement with Arbitral clause could not be looked into in this proceedings.

7. Further this Court also considered the arbitration agreement, the respondent has not disputed that the subject matter of the suit is not arbitrable. Morefully, proceedings under Section 12A of the Commercial Courts Act also would not have any impediment in referring the dispute to Arbitration. Hence, this Court of the considered stand that the petition could be allowed. The petitioner has prayed for to stay further proceedings in the suit. Since the petition is considered to be allowed to refer the suit dispute for arbitration, continuing the suit proceedings before the Court by staying the suit as prayed by the petitioner in the considered view of the court is not sustainable. Hence, for the prayer sought for to stay the suit proceedings the petition is dismissed.

8. In the result, the petition is partly allowed and parties are directed to refer the dispute to Arbitration. For the prayer seeking stay of suit proceedings the petition is dismissed. No costs."



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3. Pursuant to the above order, the present petition has been filed before this Court for appointment of an Arbitrator.

4. The learned counsel for petitioner is directed to take notice thru' Court as well as privately to the respondents returnable by 06.10.2025. Post on 06.10.2025.”

3. After notice was served on the respondents, the matter has been listed for final hearing today.

4. This Court carefully considered the submissions made on either side and the materials available on record.

5. In the light of the earlier order passed on 03.09.2025 and also considering the fact that there is a valid agreement between the parties, as contemplated under Section 7 of the Arbitration and Conciliation Act, which contains an arbitration clause, this Court is inclined to appoint an Arbitrator and refer the dispute to the sole Arbitrator. Accordingly, Mr.K.Harishankar, Advocate, having office at 'Capitale' 9th Floor, No.554/555, Anna Salai, Teynampet, Chennai 600 018 (Phone No.98410 76561) is appointed as the sole Arbitrator in this case. The learned Arbitrator is requested to enter upon reference qua the agreement dated 01.12.2019 containing the arbitration clause and adjudicate upon the disputes that have arisen between the parties by holding the sittings in any venue to the convenience of all concerned and render an



award. The fees of the learned Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules, 2017. The learned Arbitrator, after issuing notice to both the parties and upon hearing them, is requested to pass an award as expeditiously as possible, since the agreement is of the year 2019.

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

27-10-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

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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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**N.ANAND
VENKATESH J.**

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