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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-10-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 491 of 2025

1.M/s.Sri Hari Enterprise

Represented by its Sole Proprietor,

Mr.M.Manoharan

Having office at No.23/62, 1st Floor, Nethaji Street,
Lakshmipuram, Kolathur, Chennai- 600 099.

Petitioner(s)

Vs

1.M/s.RDL Granites

Represented by its Managing Director

Mr.Y.Vidyakiran,

Having office at Flat No.310, Reddy Residency,
Karim Nagar, Telangana 505 001.

2.Mr.Y.Vidyakiran

S/o.Y.Ramamoorthi

Managing Director & Partner,

M/s.RDL Granites Residing at No.75,
SP Avenue, Poonamallee,
Chennai -600056.

3.Y Sashikiran

S/o.Y.Ramamoorthi



Partner, M/s.RDL Granites
Residing at No.75, SP Avenue,
Poonamallee, Chennai -600 056.

4.Y Adityakiran
S/o.Y.Ramamoorthi
Partner, M/s.RDL Granites
Residing at No.75, SP Avenue,
Poonamallee, Chennai -600 056.

Respondent(s)

PRAYER Petition filed under Section 11 of the Arbitration and Conciliation Act, praying to constitute an Arbitral Tribunal by appointing an arbitrator in accordance with the Arbitration Clause 19 of the "Deed of Agreement for Raising cum Purchase Contract" dated 24.01.2022, which was further amended vide Letter dated 16.01.2024, to refer the dispute to arbitration, wherein parties had agreed to refer the dispute to arbitration.

For Appellant(s): Mr.S.S.Rajesh

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 20.08.2025, 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 respondents, arising out of two agreements, which got merged through a letter issued by the respondent dated 16.01.2024. The letter issued by the respondent dated 16.01.2024 has been accepted by the petitioner. The letter issued by the respondent which has been accepted by the petitioner contains arbitration clause and the same is reproduced hereunder:

“In event of any dispute in we not complying with our promises stated supra, the parties are at liberty to refer the dispute to arbitration and sole arbitrator can be appointed to enter reference to adjudicate the dispute. The seat of Arbitration shall be Chennai, Tamil Nadu and for all practical purpose, the courts in Chennai would have jurisdiction.”



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3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notices to the respondents on 21.11.2024 and 04.02.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. Both the notices have been returned unserved. The return covers have also been filed along with this petition.

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, this Court is issuing notice to the respondents, returnable by 17.09.2025. Private notice is also permitted.

5. Post the matter on 17.09.2025.

3. Notice has been served on the respondents and the affidavit of service has also been filed. There is no representation either in person or through counsel.



4. Heard the learned counsel for the petitioner.

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5. There is an 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.

6. In view of the above, this Court proceeds to appoint a sole Arbitrator. Accordingly, **Mr.P.J.Rishikesh, Advocate residing at No.10A, 14th Avenue, Harington Road, Chetpet, Chennai – 600 031 (Mobile No.9841188677) eMail:rishikeshraja@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)



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

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

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To
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1.Mr.P.J.Rishikesh,
Advocate
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Chetpet, Chennai – 600 031
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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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