



Arb.O.P.(Com.Divn.) No.486 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2025

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb.O.P.(Com.Divn.) No.486 of 2025

JS Auto Cast Foundary India Private Limited
Represented by its Authorized Representative
Mr.Varun Shah
Having its address at Mundwa, Pune Cantonment
Pune – 411 036.

Having its registered office at :

SF.No.165/1, Sembagounden Pudur
Kuppepalayam, Coimbatore
Tamil Nadu – 641 107.

.... Petitioner

Vs

- 1.Indo Shell Mould Limited
CIN : U27310TZ1995PLC006101
A-9, SIDCO Industrial Estate, Kurichi
Coimbatore, Tamil Nadu – 641 021.
- 2.Balaji Jagadeesan
O.No.19/1, N.No.N20, Abdul Rahim Road
Race Course, Coimbatore – 641 018.
Tamil Nadu.
- 3.Rajesh Jegadeesan
O.No.19/2, N.No.N20, Abdul Rahim Road
Race Course, Coimbatore – 641 018.
Tamil Nadu.



Arb.O.P.(Com.Divn.) No.486 of 2025

4. Krishnaswamy Jagadeesan
O.No.19/2, N.No.N20, Abdul Rahim Road
Race Course, Coimbatore – 641 018.
Tamil Nadu.

..... Respondents

Prayer : Application filed under Section 11(4) of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator to adjudicate the disputes that have arisen between the petitioner and the respondents under the Business Transfer Agreement dated December 31, 2022 (“BTA”) and the Amendment Agreement to the BTA dated April 7, 2023 (“Amendment Agreement”) and pass orders.

For Petitioner : Mr.Gaurav Chatterjee

For Respondents : Mr.Sam Jayaraj Houston
for M/s.Sarvabhauman Associates

ORDER

This petition has been filed under Section 11(4) of the Arbitration and Conciliation Act, 1996 [for brevity hereinafter referred to as the “Act”] for appointment of an Arbitrator to adjudicate the dispute between the petitioner and the respondents.

2. When the matter came up for hearing on 18.08.2025, 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 the following Contracts:

- a) Business Transfer Agreement dated 31.12.2022;*
- b) Amendment Agreement dated 07.04.2023.*

3. There exist an arbitration clause in the Contracts, which are the subject matter of the dispute between the parties and the same are extracted hereunder:

'13.2 Arbitration

13.2.1 In the event of any disputes, differences, controversies and questions, directly or indirectly arising at any time hereafter between any of the parties under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) including those relating to the validity, interpretation, construction, performance or enforcement of any provision of this Agreement, (hereinafter referred to as a 'Dispute'), then any party to the dispute shall be entitled to issue a notice to the other party intimating of the same ("Dispute Notice"). Upon issue of the dispute notice by any party, the parties shall attempt to resolve such Dispute amicably through the representatives of the parties.



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Arb.O.P.(Com.Divn.) No.486 of 2025

13.2.2 In the such dispute is not not resolved within 30 (thirty) days from the date of issue of the dispute notice, for any reason whatsoever, then such dispute can be referred by any party to the dispute to resolution by arbitration under and pursuant to the the provisions of the Arbitration and Conciliation Act, 1996.

13.2.3 The seat and venue of the arbitration proceedings shall be Chennai, India. The arbitration shall be conducted by sole arbitrator ("Arbitration Tribunal"). In an event, the parties fail to jointly appoint the sole arbitrator, the said arbitrator will be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

13.2.4 All arbitration proceedings shall be conducted in the English language.

13.2.5 Each party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.

13.2.6 The costs and expenses of the arbitration, including the fees of the arbitrators, shall be borne equally by each party to a dispute and each party shall pay its own fees, disbursements and other charges of its counsel, except as may be otherwise determined by the Arbitration Tribunal. The arbitration proceeding shall be treated as confidential information.

13.2.7 The award of the Arbitration Tribunal shall be final and binding on both the parties, subject to and in accordance with the Arbitration and Conciliation Act, 1996'.



'18.Governing Law and Dispute Resolution

The provisions of Clause 13 (Governing Law and Dispute Resolution) of the BTA shall apply to this Amendment Agreement as if set forth in full herein.'

4.The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 05.06.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same.

5.Since there is no consensus between the parties with regard to the name of the Arbitrator and since there exists an arbitration clause in the contract which is the subject matter of the dispute and since the petitioner has complied 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. ”

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

4. Heard Mr.Gaurav Chatterjee, learned counsel appearing for the petitioner and Mr.Sam Jayaraj Houston of M/s.Sarvabhauman Associates,



learned counsel appearing for the respondents.

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5. Taking into consideration the facts and circumstances of the case and considering the fact that there is a valid agreement between the parties in line with Section 7 of the Act, which contains an arbitration clause, this Court is inclined to appoint an arbitrator.

6. In view of the above, Mr.N.Manokaran, Advocate, Office at : I Floor, Shree Evara, 5/1, 3rd Lane Behind India Cements Coromandel Tower, Karpagam Avenue, Raja Annamalaipuram, Chennai – 600 028, Ph.No.94441-70271, is appointed as sole Arbitrator and the Arbitrator is requested to adjudicate the arbitral dispute that were arising 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.



Arb.O.P.(Com.Divn.) No.486 of 2025

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7. This Arb. OP is disposed of in the above terms. There shall be no order as to costs.

27-10-2025

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Arb.O.P.(Com.Divn.) No.486 of 2025

N. ANAND VENKATESH., J

ds

Arb.O.P.(Com.Divn.) No.486 of 2025

27.10.2025