



WEB COPY



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. 507 of 2025

M/s. Johnson Lifts Private Limited,
Rep. by its Authorised Signatory
Mr. Rose Blessed King
No.1, East Main Road,
Anna Nagar West Extension,
Chennai - 600 101.

Petitioner(s)

Vs

M/s. R B Super Electricals,
Rep by its Proprietor,
Mr.Mahesh Chandra,
Having office at No.B-13,
Friends Chamber,S-511,
School Block,Vikas Marg,
New Delhi-110092.

Respondent(s)

PRAYER Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator to adjudicate the disputes that have



arisen between the Petitioner and the Respondent under the Annual Maintenance Contract bearing No.SME3611 dated 04/07/2022.

WEB COPY

For Appellant(s): Mr.A.R. Karunakaran

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 25.08.2025, 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 Annual Maintenance Contract dated 04.07.2022. There exists an arbitration clause in the Annual



Maintenance Contract dated 04.07.2022 and the same is reproduced hereunder: “

WEB COPY

4. All the disputes and differences and claims if any arising out this contract shall be referred to an Arbitrator appointed by the company and the same shall be governed the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be in English language. The arbitral award shall be final and binding on the Parties. For this purpose, the courts in Chennai alone shall have exclusive jurisdiction to entertain application if any arising out of the agreement.”

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 21.06.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondent has chosen not to send a reply.

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



WEB COPY

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 22.09.2025. Private notice is also permitted. 5. Post the matter on 22.09.2025.

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

4. It is seen that 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.

5. In view of the above, this Court is inclined to appoint a sole Arbitrator. **Mr.B.Vijay, Advocate, No.257, Second Floor, Canara Bank Building, Angappa Naicken Street, Parrys, Chennai 600 001 [Mobile:9840445527]** 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



To
WEB COPY

1.Mr.B.Vijay,
Advocate,
No.257, Second Floor,
Canara Bank Building,
Angappa Naicken Street,
Parrys, Chennai 600 001
[Mobile:9840445527]

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



WEB COPY

7/7

Arb O.P(COM.DIV.) No. 507 of 2



N.ANAND VENKATESH J.

SSR

Arb O.P(COM.DIV.) No. 507 of 2025

13-10-2025