



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. 472 of 2025

1. Ankit Kumar

S/o. Prakash Chand Baghmar,
No.43, Audappa Naicken Street,
Sowcarpet, Chennai 600079

Petitioner(s)

Vs

1.Mrs.Nikitha Jain

W/o. Mool Chand Jain,
residing at No.43, F2 Shubam
Foundations, Mannar Reddy Street,
T.Nagar, Chennai 600 017

2.Mr. Mool Chand Jain,

residing at No.43, F2 Shubam
Foundations, Mannar Reddy Street,
T.Nagar, Chennai 600 017

Respondent(s)

PRAYER This petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, praying to appoint nominee arbitrator on the side of the



respondents, thereby enabling the two arbitrators to appoint the presiding arbitrator thereby adjudicate the disputes between the petitioner and the respondents in terms of clause 16 of the agreement of Partnership deed dated 07.11.2016. b) Award the costs of the petitioner.

For Appellant(s): Mr.P.Mohankumar

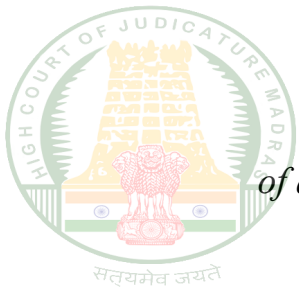
For Respondent(s): Mr.J.Ashok

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 to appoint nominee arbitrator on the side of the respondents, thereby enabling the two arbitrators to appoint the presiding arbitrator thereby adjudicate the disputes between the petitioner and the respondents in terms of Clause 16 of the agreement of Partnership deed dated 07.11.2016.

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, 1996 seeking for the appointment



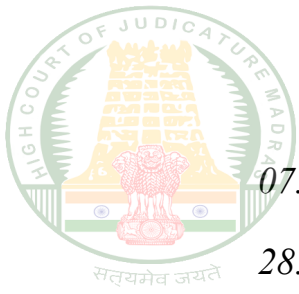
of an Arbitrator by this Court.

WEB COPY

2. There seems to be a dispute between the petitioner and the respondents arising out of the Partnership Deed dated 07.11.2016. There exists an arbitration clause in the Partnership Deed dated 07.11.2016, which is extracted hereunder:

'16.If during the continuance of the Partnership or at any time afterwards, any disputes, difference or question shall arise among the said parties or any of their representatives touching the Partnership accounts or transaction thereof or the dissolution or winding up thereof, the construction, meaning or rights and liabilities of the parties or their representatives under this Deed, then every such dispute, difference or question shall be referred to two arbitrators, one to be appointed by each party, their umpire pursuant to the Indian Arbitration Act, 1940 or any statutory modification thereof for the time being in force.'

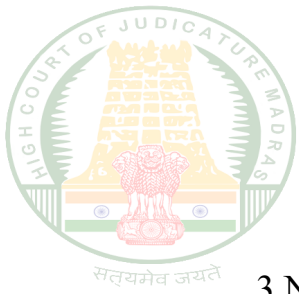
3. The petitioner has nominated his Arbitrator as per the arbitration clause contained in the Partnership Deed dated



WEB COPY

07.11.2016 through his arbitration invocation notice dated 28.03.2024. However, the respondents through their reply notice dated 27.05.2024 have disputed the nomination of the Arbitrator by the petitioner on the ground that the petitioner's nomination suffers from bias against the respondents. However, they have chosen not to nominate their Arbitrator. The arbitration clause provides for three member Arbitral Tribunal, one to be appointed by each of the parties to the dispute and the two Arbitrators so appointed shall appoint Umpire. Since the respondents have not nominated their Arbitrator as per the arbitration clause contained in the contract, which is the subject matter of the dispute between the parties, the petitioner has been constrained to file this petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for the appointment of an Arbitrator on behalf of the respondents.

4.Since there exists an arbitration clause in the contract, which is the subject matter of the dispute between the parties and since the respondents have not nominated their Arbitrator as per the arbitration clause 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 12.09.2025. Private notice is also permitted.



WEB COPY

3. Notice has been served on the respondents and the respondents are also represented through a counsel whose name has been printed in the cause list.

4. Heard the learned counsel for the petitioners and the learned counsel appearing on behalf of the respondent.

5. There is a valid agreement as contemplated under Section 7 of the Act and the agreement contains an arbitration clause. The arbitration clause contemplates appointment of a panel of three arbitrators out of which one must be nominated by the petitioner. The other must be nominated by the respondent and both those Arbitrators must nominate the Chairman.

6. The dispute among the parties arises out of a Partnership Deed. The claim made by the petitioner is for the dissolution of the Firm and for the assessment of the income and expenditure and for payment of the share of the petitioner. In view of the same, in order to cut down cost, it will suffice to have



a sole Arbitrator in this case. When the same was suggested, it was consented by the parties.

WEB COPY

7.The 1st respondent alone is the signatory to the Partnership Deed.

However, in the reply notice, the 1st respondent has taken a stand that she is merely a name lender and it is the 2nd respondent who is effectively participating in the business. In view of the same, the 2nd respondent has also been added as a party in this petition. Whether the 2nd respondent is a necessary party before the Tribunal, is a matter which can be decided by the learned Arbitrator and such powers of the learned Arbitrator as has been recognised by the Apex Court in *ASF Buildtech Private Limited vs. Shapoorji Pallonji and Company Private Limited* reported in *2025 SCC Online SC 1016*. Hence, for the present, the reference is made only insofar as the petitioner and the 1st respondent is concerned. Impleading the 2nd respondent as a party to the proceedings has to be decided by the learned Arbitrator.

8.In view of the above, this Court is inclined to appoint a sole Arbitrator.

Mrs.Chitra Narayan, Advocate, No.3E, KGEYES Eternity, Parvathy



Street, Kalakshetra Colony, Besant Nagar, Chennai 600 090 [Mobile:

9094031934; eMail:chitra.narayan@gmail.com] is appointed as sole

WEB COPY

Arbitrator. The sole Arbitrator is requested to enter upon reference, adjudicate upon arbitrable disputes that have arisen between the parties. The Arbitrator shall holds holding 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.

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

13-10-2025

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

ssr

Neutral Citation:Yes/No



To
WEB COPY

1.Mrs.Nikitha Jain
W/o. Mool Chand Jain,
residing at No.43, F2 Shubam
Foundations, Mannar Reddy Street,
T.Nagar, Chennai 600 017

2.Mr. Mool Chand Jain,
residing at No.43, F2 Shubam
Foundations, Mannar Reddy Street,
T.Nagar, Chennai 600 017



WEB COPY

9/9

Arb O.P(COM.DIV.) No. 472 of 2



N.ANAND VENKATESH J.

SSI

Arb O.P(COM.DIV.) No. 472 of 2025

13-10-2025