



Arb O.P(COM.DIV.) No. 413 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **26-03-2025**

CORAM

THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

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M/S.Balaji Shivansh Motor Pvt Ltd.
Represented by its Managing Director Vivek Kumar,
having its office at Near Income Tax Office,
Tajpur Road, Samastipur, Bihar - 848 101

Petitioner

Vs

M/s.TVS Motor Company Ltd
Jayalakshmi Estates, No.29, Haddows Road,
Chennai-600006
Represented by its Authorised Signatory

Respondent

For Petitioner: Mr. V. Srikanth
For Respondent: Mr. N. Vijayakumar
for Mr. Murthucharan Sundresh,

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act seeking for appointment of an Arbitrator by this Court.

2. There seems to be a dispute between the petitioner and the respondent arising out of the Memorandum of Understanding dated 02.06.2018. There exists an arbitration clause in the Memorandum of Understanding dated 02.06.2018 and the same is extracted hereunder.



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All disputes, differences, and /or claims which have arisen between the partes before execution of this MoU or which may arise between the parties after execution of this MoU, in respect of all matters relating to, arising from or connected with this MoU or in respect of other contracts or arrangements between COMPANY and APPLICANT (irrespective of the fact that any such dispute, difference or claim may be raised, stated or put forth after the cancellation of this MoU) shall be settled by arbitration in accordance with the provisions of the arbitration and conciliation Act, 1956, or any statutory amendment thereof, and shall be referred to the arbitration of a sole arbitrator nominated by the CHAIRMAN of COMPANY. Such arbitration proceedings shall take place at Hosur and the same shall be conducted in English. The arbitral tribunal shall endeavour to give its award within six months of tis constitution. The award given by the arbitral tribunal shall be final and binding on the parties to this MoU. In the event of any such arbitrator, to whom the matter has been originally referred, dying or being unable to act for any reason, the CHAIRMAN of COMPANY shall appoint another person to act as sole arbitrator. Such a person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

3. The petitioner has invoked the arbitration in accordance with the

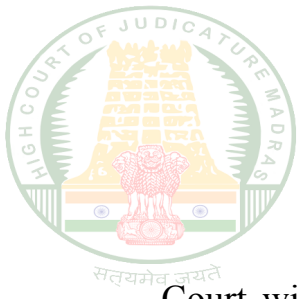


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arbitration clause by issuing notice to the respondent on 10.06.2024 in compliance with section 21 of the Arbitration and Conciliation Act, 1996. A reply has also been sent by the respondent to the petitioner on 02.07.2024 to the said arbitration invocation notice. Since there is no consensus between the parties with regard to the name of the Arbitrator, the petitioner has filed this petition under section 11 of the Arbitration and Conciliation Act, 1996.

4. Learned counsel for the respondent does not dispute the existence of the arbitration clause and also does not dispute the fact that there is a dispute between the petitioner and the respondent arising out of Memorandum of Understanding dated 02.06.2018. Earlier, during the pendency of this petition, the parties tried to amicably resolve the dispute amongst themselves but their attempts went in vain.

5. In view of the existence of the arbitration clause in the Memorandum of Understanding dated 02.06.2018 and in view of the fact that the petitioner has complied with the requirements under section 21 of the Arbitration and Conciliation Act, 1996 by issuing a notice to the respondent on 10.06.2024 and since the respondent has also agreed that there exists an arbitration clause, this



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Court will have to necessarily appoint an Arbitrator under section 11 of the Arbitration and Conciliation Act 1996.

6. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-

a) This Court appoints Mr.M.K.Kabir, learned Senior Advocate, having office at No.80, Law Chambers, High Court Building, Chennai - 600 104, as the sole Arbitrator to adjudicate the dispute between the parties arising out of the aforesaid Memorandum of Understanding.

(b) The Arbitrator shall be paid his /her remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996.

(c) Both the parties shall equally share the Arbitrator's fees.

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

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ABDUL QUDDHOSE,J.

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