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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-11-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 527 of 2025

Mohd Dilshad
Proprietor OF A.R. Creation
No.20A Shahi Masjid
Rashid Market
Patpar Ganj Road
Krishna Nagar, Delhi.

..Petitioner(s)

Vs

1. Faben India Private Limited Service
To Be Effected Through Its Authorized
Signatory
No.165/2, Munuswamy Street,
Athipet, Chennai 600 0258.
contract No.9791090208

2.Kandhaswamy Kandaswamy
Murugan
Director Of Faben India Private
Limited, Registered Office At Sp76
South Avenue, Ambattur Industrial



Estate, Thiruvallur.

3. Balasubramanian Jaikumar

Director Of Faben India Private
Limited, Registered Office, At Sp-76
South Avenue, Ambattur Industrial
Estate, Thiruvallur.

4. Kandasamy Jeevanandam Sathyan
Director Of Faben India Private
Limited, Registered Office At SP-76
South Avenue Ambattur Industrial
Estate Thiruvallur, Tamil Nadu-600 058.

Respondent(s)

PRAYER

Petition filed under Section 11(6) of Arbitration and Conciliation Act, 1996, to appoint Arbitrators to adjudicate the dispute arising under Purchase Order and Payment Terms Agreement No FB-1911PO-014 dated 19 November 2019 between the petitioner and the respondents as per the Purchase Order and Payment Terms Agreement No FB-1911-PO-014 dated 19 November 2019 and to direct the respondent to pay the cost of this petition.

For Appellant(s): Mohamed Ghouse H



For Respondent(s): R.Sathish Kumar

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, [hereinafter referred as 'the Act'] for appointment of sole Arbitrator to adjudicate the dispute between the parties arising out of Purchase Order and Payment Terms Agreement dated 19.11.2019.

2. When this petition came up for hearing on 03.09.2025, this Court passed the following order:

This arbitration original petition has been filed under Section 11 of the Arbitration and Conciliation Act for appointment of Arbitrators to adjudicate the dispute arising out of the purchase order and payment terms agreement dated 19.11.2019 between the petitioner and the respondents.

2. This Court heard the learned counsel for petitioner and perused the materials available on record. The relevant clause under the agreement is extracted hereunder:-



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“23.0. Applicable Law and Arbitration: This Contract shall be governed by and construed solely in accordance with the laws of India in every particular, including formation and interpretation. Any proceedings arising out of or in connection with this Sub-Contract Agreement shall be brought only before the court of competent jurisdiction in Chennai.”

3. It is also seen from records that the trigger notice under Section 21 of the Act was issued on 01.09.2023 and a reply was also given on 13.09.2023. Initially, petition was filed under Section 11 before the High Court at New Delhi and the said petition was dismissed as withdrawn by order dated 15.10.2024, since Chennai was chosen as the place of competent jurisdiction by the parties.

4. Issue notice to the respondents returnable by 06.10.2025. Private notice is also permitted. Post on 06.10.2025.

3. After notice was served on the respondents, an attempt was made to amicably resolve the dispute and hence the parties were referred to Mediation Centre.



4.A report has been received from the Mediation Centre stating that the parties were not able to reach an amicable settlement.

5.Heard learned counsel for the petitioner and the learned counsel appearing on behalf of the respondents.

6.The learned counsel for the respondents raised the issue of jurisdiction and submitted that the present petition is not maintainable before this Court.

7.In the considered view of this Court, the petitioner has initially filed the petition under Section 11 of the Act, before the Delhi High Court and the same was dismissed as withdrawn by granting liberty to the petitioner to move this Court since Chennai was chosen to be the place of competent jurisdiction by the parties. Hence, this Court is prima facie of the view that this petition is maintainable before this Court. However, if the respondents wants to raise any issue on jurisdiction, the same can be done before the sole arbitrator and the same will be dealt with in accordance with law.



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8.Taking into consideration the facts and circumstances of the case and based on the reasons assigned by this Court in the earlier order dated 09.07.2025, this Court is inclined to appoint a sole Arbitrator.

Mr.R.Karthikeyan, Advocate, No.222, New Addl. Law Chamber, High Court, Chennai 600 104 [Mobile: 944401778] 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 holds 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 sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

9.Arb.OP (Com.Div). No.527 of 2025 is disposed of in the above terms.

There shall be no order as to costs.



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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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N.ANAND VENKATESH J.

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