



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. 524 of 2025

Deekay Exports Limited
Represented by its Authorised Signatory
No.219, Lal Bahadur Shastri Street,
Puducherry 605001.

Petitioner(s)

Vs

M/s.Premier Enterprises
No.162/3, East Coast Road,
Kangachettykulam,
Puducherry 605104

Respondent(s)

PRAYER Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 , praying to appoint a sole arbitrator to adjudicate over the dispute arising under Clause 5 of the disputed invoices dated 06.12.2022 to 27.02.2023 between the petitioner and the respondent.

For Petitioner(s): Mr.K.Venkatesan



ORDER

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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 28.08.2025, this Court passed the following 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 various invoices raised by the petitioner on the respondent for the supplies effected by the petitioner on the respondent. All the invoices contain an arbitration clause, which reads as follows:

"All disputes shall be decided by arbitration only before the Courts at Chennai."



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3. *The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 08.04.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same by the petitioner.*

4. *Since there exists an arbitration clause in the invoices raised by the petitioner on the respondent, which are the subject matter of dispute between the parties and since the petitioner has invoked arbitration in accordance with the arbitration clause by complying with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996, this Court is issuing notice to the respondent, returnable by 25.09.2025. Private notice is also permitted.*

5. *Since the counsel representing M/s.Leela and Co. submits that they are no longer counsel for the respondent, Registry is directed not to print the name of M/s.Leela and Co. as well as other counsels as counsel for the respondent in the cause list on the next hearing date.*



3.The respondent has been served with notice. However, the learned counsel for the respondent while appearing in the application filed under Section 9 of the Act in O.A.Nos.655 & 656 of 2025 submitted that he no longer represents the respondent. That application was also allowed by this Court by an order dated 01.09.2025.

4.In view of the above, since service has been completed on the respondent and there is no representation either in person or through counsel.

5.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.

6.In view of the above, this Court is inclined to to appoint a sole Arbitrator. **Hon'ble Mr.Justice M.Govindaraj (Retd), a former Hon'ble Judge, Madras High Court, with address for service at No.1/3,**



Singaravelar, 7th Cross Street, Chinna Neelangarai, Chennai-600 041,

Mobile: 9444257157; 9444094403 (email: govindpritam@gmail.com) 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.

7.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

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1.Hon'ble Mr.Justice M.Govindaraj (Retd),
Former Hon'ble Judge,
Madras High Court,
No.1/3, Singaravelar, 7th Cross Street,
Chinna Neelangarai,
Chennai-600 041,
Mobile: 9444257157; 9444094403
(email: govindpritam@gmail.com)

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



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N.ANAND VENKATESH J.

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