



WEB COPY



Arbitration Original Petition (Com.Div.) No.647 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.12.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.647 of 2025

M/s.Kone Elevator India Private Limited (KEIPL)
Rep. By its Director – Corporate Affairs & Company Secretary,
Shri C.V.S.Krishna Kumar
Having Corporate Office at
Prestige Centre Court, 9th Floor, The Forum Vijaya Mall,
Plot No.183, NSK Salai, Arcot Road,
Vadapalani,
Chennai – 600 026, Tamil Nadu, India. Petitioner

Vs.

Mr.Sanjay Suryanarayana,
Managing Partner, M/s.Maangalya Constructions
Villa G40A, Phase 1 Bridade Atmosphere,
Sy No.12, State Highway 96, Laxmipura,
Devenhalli, Bangalore – 562 110.
Email: reach@sanjaysuryanarayana.com
accounts@maangalyaprojects.com
purchase@maangalyaprojects.co.in Respondent

Arbitration Original Petition (Com.Div.) filed under Section 11(6) (a) & (c) of the Arbitration and Conciliation Act, 1996, read with Rule 2 to appoint a Sole Arbitrator in line with Arbitration Clause provides in the Dispute Resolution Provision in the DSEITC Agreement for Design, supply, Erection, Installation, Testing and Commissioning of Elevators dated 31.05.2019.



For Petitioner : Ms.Sangamithra Loganathan

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] for appointment of an Arbitrator to decide the dispute and differences between the petitioner and the respondent in terms of the DSEITC Agreement dated 31.05.2019.

2. When the matter came up for hearing on 11.11.2025, this Court passed the following order:

“This petition has been filed under Section 11 (6)(a) & (C) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] to appoint an arbitrator to resolve the dispute arising out of the loan agreement dated 31.05.2019.

2. The agreement provides for referring the dispute for Arbitration and the same is extracted hereunder:-

ARBITRATION

In the event of difference of dispute arising out or in connection with this agreement over the rights of obligation of parties, the dispute would first be



WEB COPY



Arbitration Original Petition (Com.Div.) No.647 of 2025

attempted to be resolved by consultations between the parties. Upon failure of such mutual consultations, the dispute or difference would be referred to Arbitration of a Sole Arbitrator to be appointed by KONE and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such Arbitration.

For the purpose of jurisdiction, the Courts in the City of Chennai shall have jurisdiction in relation to Arbitration and any other remedy under this agreement.

3.The trigger notice under Section 21 of the Act was issued on 07.10.2025 and the same has also been received by the respondent. Since there was no response, the present petition has been filed before this Court.

4.Notice to the respondent returnable by 24.11.2025. Private notice is also permitted.

5.Post this case for hearing on 24.11.2025.”

3. When the matter came up for hearing on 01.12.2025, this Court passed the following order:

“Affidavit of service has been filed and it is seen that private notice has been sent to known five addresses of the respondent and one of them has been returned with an endorsement ‘refused’. Hence, there is a deemed service on respondent.



2. Registry is directed to verify as to whether any vakalath has been filed on behalf of respondent, else the name of respondent shall be printed in the cause list.

Post this petition on 08.12.2025.”

3. The private notice has been sent to the five known addresses of the respondent and one of them has been returned with an endorsement “refused” and affidavit of service has also been filed. As the notice has been sent to the address given in the agreement, there is a deemed service on the respondent and the respondent is neither present nor represented through counsel. This Court finds that there is a valid agreement between the parties in line with Section 7 of the Act. The agreement also provides for arbitration.

5. In view of the above, this Court is inclined to proceed further and appoint Sole Arbitrator and refer the dispute between the petitioner and the respondent to the Sole Arbitrator, which will be dealt with on its own merits and in accordance with law.

6. In the light of the above discussion, this Court appoints Mr.A.K.Rajaraman, Advocate, No.29, Karpagambal Nagar, Mylapore, Chennai – 600 004. [Mobile No.94872 67642], as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had



Arbitration Original Petition (Com.Div.) No.647 of 2025

arisen between the parties and render arbitral award by 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 Sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this petition is disposed of.

09.12.2025

Index:yes/no
Speaking order/Non-speaking order
NCC:yes/no
mp



WEB COPY



Arbitration Original Petition (Com.Div.) No.647 of 2025

N.ANAND VENKATESH, J.

mp

Arbitration Original Petition (Com.Div.) No.647 of 2025

09.12.2025