



Arb.OP.(comdiv) No.466 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.02.2025

CORAM

THE HONOURABLE **MR.JUSTICE ABDUL QUDDHOSE**

Arb.O.P.(Comm.Div.) No.466 of 2024

R.K. Swamy Ltd.,
Rep. By its authorized representative
Mr.Srinivasan K Swamy,
Chennai.

.. Petitioner

-VS-

Khimji – K.D. & Sons (P) Ltd.,
Bhubaneswar – 751 007.
Odisha.

.. Respondent

Petition under Section 11 of the Arbitration and Conciliation Act, 1996, has been filed seeking to appoint a sole arbitrator to resolve the disputes between the parties under the Agreement dated 18.01.2023.

For Petitioner : Ms.Aarthi Rao

For Respondent : Mr.Mark Wright



Arb.OP.(comdiv) No.466 of 2024

ORDER

WEB COPY

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) seeking for appointment of an Arbitrator.

2. There seems to be a dispute between the petitioner and the respondent arising out of the agreement dated 18.01.2023. The petitioner claims that they have rendered services to the respondent and they had also raised invoices for the same. The invoices are dated Jan-Dec, 2023. According to the petitioner, the amount stated in the invoices has not been paid. The said agreement dated 18.01.2023 contains an arbitration clause, which is extracted hereunder:-

“Dispute Resolution:

Should there be any dispute, the parties agree that the dispute would be settled by referring the dispute for Arbitration in Chennai, under the Arbitration and Conciliation Act 1996, India.”



Arb.OP.(comdiv) No.466 of 2024

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing a notice to the respondent on 09.07.2024 as per the provisions of Section 21 of the Act. The said notice has also been received by the respondent.

4. The respondent is represented by a counsel. Earlier, the parties had attempted to negotiate the dispute to arrive at an amicable settlement. It is now brought to the notice of this Court that the parties have failed to reach the settlement and therefore, they request this Court to appoint an Arbitrator under Section 11 of the Act, since there exists an arbitration clause in the agreement dated 18.01.2023, which is the subject matter of the dispute between the parties.

5. Since there exists an arbitration clause in the agreement dated 18.01.2023 and the petitioner having complied with the statutory requirements by issuing a notice to the respondent on 09.07.2022 as per the provisions of Section 21 of the Act and since there has been no consensus between the parties with regard to the name of the Arbitrator, this Court will have to appoint an arbitrator. Accordingly, this petition is



Arb.OP.(comdiv) No.466 of 2024

allowed with the following directions:-

WEB COPY

(a) This Court hereby appoints Mr.Gautam S.Raman, Advocate, having office at No.89, Kasturi Avenue, MRC Nagar, R.A.Puram, Chennai-28 (Mobile No.9940071160), as the sole arbitrator to adjudicate the dispute between the petitioner and the respondent arising out the agreement dated 18.01.2023.

(b) The Sole Arbitrator appointed by this Court shall be paid remuneration/fees as per the schedule agreed upon by the parties to the dispute.

(c) The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996.

(d) The Arbitrator shall also pass the arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.

25.02.2025

rkm



WEB COPY



Arb.OP.(comdiv) No.466 of 2024

ABDUL QUDDHOSE, J.

rkm

Arb.O.P.(Comm.Div.) No.466 of 2024

25.02.2025