



Arb.O.P.(Comm.Div.) No.491 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 24.01.2025

Pronounced on:31.01.2025

CORAM

THE HONOURABLE MR.JUSTICE P.B.BALAJI

Arb.O.P.(Comm.Div.) No.491 of 2024

M/s. Talisma Corporation Pvt. Ltd.
Rep. By its Authorised Signatory,
Having registered office at Ground Floor,
"Phoenix" - Magnifica, Vijnapura,
Mahadevapura Ward, Old Madras Road,
Dooravaninagar, Bangalore-560 016,
Karnataka, India

... Petitioner

VS.

1.TamilNadu e-Governance Agency
Rep. By its Chief Executive Officer,
Having registered office at No.807,
P.T. Lee Chengalvarayan Naicker Maligai,
Anna Salai, Chennai - 600 002, Tamil Nadu, India.

2.The Tamil Nadu Skill Development Corporation (TNSDC),
Rep. By its Managing Director, 8th Floor,
CMRL Building, METROS, No. 327,
Anna Salai, Nandanam, Chennai — 600 035
Tamil Nadu, India.

... Respondents



Arb.O.P.(Comm.Div.) No.491 of 2024

PRAYER: Arbitration Original Petition filed under Sections 11 (6) of the Arbitration and Conciliation Act, 1996 Appoint a Sole Arbitrator as under Clause 3.8 of the Request For Proposal in TNeGA/OT/TNSDC/2019-20 as confirmed by the Agreement dated 12.08.2019 executed between the Petitioner and the P' Respondent to adjudicate upon disputes between the Petitioner and Respondents herein.

For Petitioner : Mr.Sharukumar.S.I.

For Respondents : Mr.T.Arunkumar,
Additional Government Pleader

ORDER

This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of a sole Arbitrator to adjudicate the disputes between the petitioner and the respondents.

2. I have heard the learned counsel for the petitioner Mr.Sharu Kumar and Mr.T.Arun Kumar, learned Additional Government Pleader for the respondents.



WEB COPY

3. The brief facts of the case are as follows:

The petitioner is engaged in the business of developing Innovative Software Solutions and in the course of business, the first respondent invited tenders for selection of a system integrator to develop and maintain a skill management portal for the Tamil Nadu Skill Development Corporation, viz., the second respondent. The petitioner submitted a bid and the bid was accepted by the first respondent on 31.07.2019. The petitioner issued a Performance Bank Guarantee to a tune of Rs.5,22,400/- and the contract was entered into on 12.08.2019 between the petitioner and the first respondent.

4. According to the petitioner, the petitioner faced difficulties during the pandemic period and despite the same, the project was completed without any delays whatsoever. However, the invoice raised by the petitioner was not settled by the respondents and even pending settlement of the dues to the petitioner, the petitioner assisted the second respondent for deploying codes in the local environment, though it was beyond the scope



Arb.O.P.(Comm.Div.) No.491 of 2024

of the RFP (Request for Proposal). The petitioner has made a claim of Rs.41,91,832/- and invoking the Arbitration clause in the contract, the petitioner has filed the above Arbitration Original Petition seeking nomination of a sole arbitrator.

5. The respondent has filed a counter affidavit, on a perusal of which, I find the entire averments in the counter affidavit touching the merits of the claim being made by the petitioner. The respondent, however, does not deny the existence of a valid Arbitration agreement between the parties or the contract under which the said Arbitration Clause has been inserted. Therefore, all the contentions that are raised in the counter affidavit can always be canvassed by the respondents before the learned Arbitrator and not at this stage of appointment of an Arbitrator under Section 11(6) of the Act.

6. I am satisfied with the existence of a valid Arbitration agreement between the parties and the petitioner is entitled to seek appointment of a sole Arbitrator. **Mr.Keerthi Kiran Murali, Advocate having address at**

4/6



Arb.O.P.(Comm.Div.) No.491 of 2024

No.22, M.G.Ramachandran Road, Kalashetra Colony, Besant Nagar,

Chennai – 600 090, Cell: 96554 46098,

E.Mail:keerthikiranmurali91@gmail.com is appointed as sole arbitrator.

The sole Arbitrator shall adjudicate the disputes between the parties, in accordance with law. The learned counsel for the parties shall communicate the said order of appointment to the learned Arbitrator for commencing the Arbitral proceedings without any delay.

7. The learned Arbitrator is entitled to fix his fees as per Schedule-IV to the Act. This Court further requests the learned Arbitrator to endeavour to decide the dispute as expeditiously as possible, however, not later than six (6) months from the date of entering into reference.

8. Accordingly, the Arbitration Original Petition is allowed.

31.01.2025

rkp
Speaking/Non-speaking order
Index : Yes / No

5/6



Arb.O.P.(Comm.Div.) No.491 of 2024

Neutral Citation: Yes/No

WEB COPY

P.B.BALAJI, J.,

rkp

Pre-delivery Order in
Arb.O.P.(Comm.Div.) No.491 of 2024

31.01.2025