



WEB COPY



Arb.O.P.(Com.Div.) No.561 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2025

CORAM

THE HONOURABLE Mr.JUSTICE N.ANAND VENKATESH

Arb.O.P.(Com.Div.) No.561 of 2025

T.Mahalingam

.. Petitioner

Vs

The Managing Director
Tamil Nadu Fisheries Development Corporation Limited
Integrated Office Complex for Animal Husbandry
and Fisheries Department
No.571, 4th Floor, Anna Salai
Nandanam, Chennai 600 035

.. Respondent

Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint a sole Arbitrator to adjudicate all the disputes between the petitioner and the respondent as per the Tender-cum-Auction Conditions (Terms of Agreement) for licensing the harvesting rights of fish in Amaravathy Reservoir in Tamil Nadu, as issued by the respondent in Tender-cum-Auction Notice dated 14.09.2020 in R.C.No.1755/S1/2020, under the Arbitration and Conciliation Act, 1996, as amended till date.

For Petitioner : Mr.N.S.Suganthan

For Respondent : Mr.P.Muthukumar
Additional Advocate General
Assisted by Mr.R.Kumaravel
Additional Government Pleader

ORDER



Arb.O.P.(Com.Div.) No.561 of 2025

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 Tender-cum-Auction Notice dated 14.09.2020 in R.C.No. 1755/S1/2020.

2. When the matter came up for hearing on 15.09.2025, this Court passed the following order:

“Mr.R.Kumaravel, learned Additional Government Pleader, takes notice for respondent.

2. The learned counsel for the petitioner brought to the notice of this Court clause 66 and 67 of the Tender cum Auction conditions which provides for resolution of disputes by appointment of an arbitrator and the parties have agreed to resolve the disputes only within the territorial jurisdiction of the Courts in Chennai. The trigger notice under Section 21 of the Act dated 14.07.2025 was issued to the respondent.

3. The learned Additional Government Pleader appearing on behalf of the respondent, seeks for time to take instructions.

4. Post this case for hearing on 10.10.2025.”

3. After service of notice on the respondent, the respondent has filed a counter. The respondent has taken a stand that the license itself has been terminated through a letter dated 29.09.2025 and it has been served on the petitioner on 30.09.2025. In view of the same, the relationship between the petitioner and the respondent got snapped and hence, the petitioner cannot invoke the arbitration clause. A further stand has been taken to the effect that it



is the Government to appoint an Arbitrator in the case of dispute between the parties and therefore, the present petition cannot be maintained before this Court.

4. Heard both sides and perused the materials available on record.

5. In the considered view of this Court, even if the license agreement has come to an end, the arbitration clause will survive and the arbitration clause admittedly contemplates appointment of an Arbitrator to resolve the dispute. Insofar as the right of the Government to appoint an Arbitrator is concerned, such unilateral appointment of Arbitrator has been held to be impermissible by the Apex Court in ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV)*** reported in ***(2025) 4 SCC 641***.

6. The parties are governed by an agreement which is in line with Section 7 of the Act and the agreement contains a valid arbitration clause. Therefore, this Court is inclined to appoint a sole Arbitrator to resolve the dispute between the parties.

7. In the light of the above discussion, this Court appoints Mr.V.R.Kamalanathan, Advocate, residing at 'Shree Anantham', 1831, New No.36, 18th Main Road, Anna Nagar, Chennai 600 040 (Mobile No.98402



Arb.O.P.(Com.Div.) No.561 of 2025

49872), as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the Madras High Court Arbitration Centre under the aegis of this Court, as per the Madras High Court Arbitration Proceedings Rules, 2017 and fee of the 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.

27.10.2025

gya



WEB COPY



Arb.O.P.(Com.Div.) No.561 of 2025

N.ANAND VENKATESH, J.
gva

Arb.O.P.(Com.Div.) No.561 of 2025

27.10.2025