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Arb.O.P.(Com.Div.) No.588 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2025

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THE HONOURABLE Mr.JUSTICE N.ANAND VENKATESH

Arb.O.P.(Com.Div.) No.588 of 2025

Harinarayanan Structurals Pvt. Ltd.

Rep. by its Authorised Signatory

Mr.G.Harinarayanan

No.3 Sriram Nagar North Street

Off T.T.K Road, Alwarpet

Chennai -600 018

.. Petitioner

Vs

Coromandel Engineering Company
Limited

Rep. by its Managing Director

Ground Floor, Bascon Futura SV IT

Park, Venkatanarayana Road, T.Nagar

Chennai-600017

.. Respondent

Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a sole arbitrator in accordance with Clause 32 of the work order dated 09.09.2020 as deemed fit by this Court, to adjudicate upon the disputes that have arisen between the parties in relation to the Work Order dated 09.09.2020 ii) Direct the Respondent to pay the costs.

For Petitioner

: Mr.Rahul Balaji

For Respondent

: Mr.R.R.Mohanaraja



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ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for brevity 'the Act') for appointment of a sole arbitrator to adjudicate upon the disputes that have arisen between the parties in relation to the Work Order dated 09.09.2020.

2. When the matter came up for hearing on 19.09.2025, this Court passed the following order:

“This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] to appoint a sole arbitrator to resolve the dispute arising out of the work order dated 09.09.2020.

2. The agreement provides for referring the dispute for Arbitration under clause 32 and the same is extracted hereunder:-

32.Disputes/Arbitration

The contract is on a back to back basis and the decision of main contractor on progress, quality, safety shall be binding on the Sub contractor.

Any dispute and differences of any kind whatever, arising out of or in connection with the contract, or carrying out of the works, (whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state his decision in writing. Such decision may be in the form of Final Certificate or otherwise. The decisions of the Employer with respect to any of the expected matters shall be final. But if the Sub contractor be dissatisfied with the decision of the Employer on any matter, question or dispute of any kind (except any of the excepted matters) or as to withholdings by



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the Employer of any certificate to which the Sub contractor may claim to entitled, then and in any such case, either party (the Employer or the Sub contractor) may within twenty-eight days after receiving notice of such decision, give a written notice to the other party, requiring that such matter in dispute be arbitrated upon.

Such arbitration shall be in accordance with the Indian Arbitrate Act, in English language with Chennai alone as a jurisdiction. Works shall not be stopped on account of arbitration unless mandated by the main contractor However where there is a legal proceeding or arbitration with main contractor necessitating a proceeding with the sub-contractor, then the Jurisdiction shall be in Chennai only.

The contract is on a back to back basis and the decision of main contractor on progress, quality, safety measurements and payments shall be binding on the Sub contractor and no claim to the contractor shall be admissible.

3. The trigger notice under Section 21 of the Act was issued on 23.04.2025 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 27.10.2025. Private notice is also permitted.

5. Post this case for hearing on 27.10.2025.”

3. Learned counsel for the respondent submitted that he had already filed vakalat on behalf of the respondent through online.

4. This Court carefully considered the submissions made on either side and the materials available on record.



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5. It is seen that there is a valid agreement between the parties in line with Section 7 of the Act and it contains an arbitration clause. Hence, this Court appoints Mr.T.Murugamanickam, Senior Advocate, residing at N-Block, 319, 25th Street, Anna Nagar East, Chennai - 600 102 (Mobile No.98409 46260), is appointed as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render an arbitral award by holding sittings in the Madras High Court Arbitration Centre under the aegis of this Court as per 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

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