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Arb. O.P(COM.DIV.) No. 603 of 2

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Arb. Appln. No.1330 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.12.2025

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb. O.P(COM.DIV.) No. 603 of 2025

AND

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Ringfeder Power Transmission India Private Limited
Rep. by its Authorised Signatory Mr.Panindar Durga
Falcon Heights, 4th Floor, Plot No. 30 Industrial Estate,
Perungudi, Chennai- 600 096

Petitioner/Applicant

Vs

NTC Logistics India (P) Limited
New No.97 (Old No.47) Linghi Chetty Street
Chennai-600 001

Respondent

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PRAYER

a) To Appoint an Arbitrator to adjudicate the dispute between the Petitioner and the Respondent in terms of the of Purchase Order *vide* SPO/2324/0000610 dated 11.05.2023, b) Direct the Respondents to pay costs.



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PRAYER

To direct the Respondent to deposit a sum of Rs.10,71,733/- (Rupees Ten Lakhs Seventy One Thousand Seven Hundred and Thirty Three only) with this Hon'ble Court and in the event, the respondent fails to deposit the aforesaid amount, the respondent's bank account as described in the schedule appended to Judges Summons be attached to the tune of Rs.10,71,733/- pending the disposal of Arbitration proceedings.

For Petitioner/Applicant : Mr.C.Suraj

For Respondent : Ms.H.Rajashree

COMMON ORDER

Original Petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, (in short "the Act") for appointment of a sole Arbitrator in terms of the purchase order dated 11.05.2023 and to adjudicate the dispute between the petitioner and the respondent.

2.Arbitration Application has been filed under Section 9 of the Act for a direction to the respondent to deposit a sum of Rs.10,71,733/- pending the arbitral proceedings.



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3.Heard both sides.

4.The case of the petitioner is that the respondent had approached the petitioner during March 2023 seeking for purchase of Towing Hitches. After several negotiations, the respondent placed a purchase order dated 11.05.2023 to the petitioner ordering 25 numbers of Towing Hitches. The petitioner also confirmed the said order on 12.05.2023 and agreed to supply the same after importing from Germany. Total consideration was fixed at Rs.66,86,112/-.

5.The further case of the petitioner is that both the parties agreed that payment will be made by the respondents for the goods supplied with a credit period of 30 days from the date of invoice. Dispute arose between the parties on the ground that the petitioner had supplied 15 numbers of Towing Hitches and the respondent did not make the payments. According to the petitioner, it is an admitted case that the respondent has to pay a sum of Rs.9,53,070/- which is the outstanding dues and the respondent had also requested the petitioner to



waive the interest. In spite of the same, the amount was not paid and the respondent proceeded to unilaterally refuse to take the remaining 10 numbers of Towing Hitches, after the petitioner invoked the arbitration clause by issuing a notice dated 05.05.2025. In view of the same, the present application has been filed for a direction to the respondent to deposit the admitted amount and a petition has been filed for appointment of a sole Arbitrator.

6.Learned counsel for the respondent submitted that the respondent is denying the claim made by the petitioner as if the respondent has admitted the total liability of Rs.10,71,733/-. Learned counsel submitted that if at all, any amount is payable by the respondent, it can only be quantified to the tune of Rs.7,53,075/-.

7.Insofar as the other dispute regarding the alleged refusal by the respondent to take the remaining 10 numbers of Towing Hitches, both sides have given their own version and it will not be necessary for this Court to go



into that issue.

8.Taking into consideration the facts and circumstances of the case and the submissions made on either side and also the materials available on record, this Court deems it fit to dispose of the application by directing the respondent to pay a sum of Rs.7,50,000/- to the petitioner, within a period of four weeks from the date of receipt of a copy of this order.

9.Insofar as the remaining claim made by the petitioner and the dispute regarding the alleged cancellation of the order made by the respondent for the remaining 10 numbers of Towing Hitches, it can be agitated before the sole Arbitrator to be appointed by this Court.

10.Insofar as the petition under Section 11 of the Act, it is seen that the parties are governed by the terms of the purchase order dated 11.05.2023 and this purchase order contains an arbitration clause at clause 9. The trigger notice has also been issued under Section 21 of the Act on 05.05.2025. Therefore, this Court is inclined to appoint a sole Arbitrator and accordingly,



***Ms.Kavitha Rameshwar, Advocate (Mobile No.98844 70612), having office at
Canara Bank Building, 3rd Floor, 257, Angappa Naicken Street, Chennai 600***

001, is appointed as sole Arbitrator and the learned Arbitrator shall adjudicate the disputes between the parties and render an award. The fees of the learned Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules, 2017.

The Original Petition and Arbitration Application are disposed of in the above terms. No costs.

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Index: Yes/No

Neutral Citation: Yes/No



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N.ANAND VENKATESH, J.

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