



Arb.O.P (Com.Div.) No.28 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.06.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

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M/s.Greenman Consulting Private Limited,
represented by its Director Rekkha
Having its place of business at
No.51/1, Thiruvalluvar Street,
Kennedy Square,
Perambur,
Chennai – 600 011.

...Petitioner

vs.

M/s.Pure Code Software R & D India Pvt.Ltd.,
Represented by its Director Edward Daniel,
6th Floor, Q City,
Mandala Nanakramguda Village,
Serilingampally, Rangareddy,
Hyderabad,
Telangana – 500 032.

... Respondent

Prayer : Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to,

a) Appoint an arbitrator to redress the disputes between the petitioner and the respondent herein as per the terms and conditions under the various invoices raised against the respondent for the supply of steels, under the Arbitration and Conciliation Act 1996.

b) Direct the Respondent pay the cost of the petition.

c) And pass such further other order or orders as this Hon'ble Court



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may be deem fit and proper to the circumstances and thereby render justice.

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Dated at Chennai on this the 20th day of November 2024.

For petitioner : Mr.K.Venkateswaran

For Respondent : Set ex-parte

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of sole Arbitrator by this Court.

2. As directed by this Court, Registry has printed the name of the respondent in the cause list today. Earlier, pursuant to the directions issued by this Court, the petitioner had effected Substituted Service on the respondent by effecting paper publication. Despite effecting Substituted Service, till date, no one has entered appearance on behalf of the respondent. Hence, the respondent is set *ex-parte* by this Court.

3. There seems to be a dispute between the petitioner and the respondent arising out of the Work Contract dated 12.06.2023. There exists an Arbitration Clause in the Work Contract dated 12.06.2023 and the same is extracted hereunder:



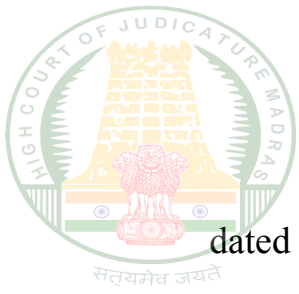
“18.Arbitration & Jurisdiction:

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This Agreement shall be governed by and interpreted in accordance with the Indian laws. In case of any conflicts among the parties under this agreement it shall be governed and interpreted and referred to the Arbitrators appointed by CLIENT in accordance with the subject of the provisions of the Arbitration and Conciliation Act, 1996 and the Award and / or awards of such Arbitrator or Arbitrators or the Umpire as the case may be shall be binding on both the parties to the dispute and if any dispute is not settled by the Arbitrator(s), the same shall be taken for settlement in the Court of Law and shall be strictly subject to the jurisdiction of the Courts of Chennai (Madras).”

4. The petitioner has invoked arbitration in accordance with the Arbitration Clause by issuing notice to the respondent on 06.07.2024. A reply was also sent by the respondent on 23.07.2024 to the same. Since there is no consensus between the parties with regard to Arbitration, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of Arbitrator by this Court.

5. Since there exists an Arbitration clause in the Work Contract



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dated 12.06.2023, which is the subject matter of the dispute between the parties and since the petitioner has complied with the requirements under Section 21 of the Arbitration and Conciliation Act, 1996 by issuing notice to the respondent on 06.07.2024 and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court has to necessarily appoint an Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996.

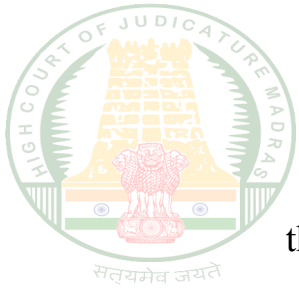
6. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-

a) This Court appoints Mr. Abraham Vishal Jacob, Advocate, having office at 2nd Floor, A Block, Bannari Amman Towers, No.29, Dr.Radhakrishnan, Mylapore, Chennai – 600 004, (Mobile No.9884631228) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the Work Contract dated 12.06.2023.

(b) The Arbitrator shall be paid his/her remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996.

(c) Both the parties shall equally share the arbitrator's fees.

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within



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the specified time as prescribed under the said Act.

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Index: Yes/ No
Speaking order / Non speaking order
Neutral citation : Yes / No
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ABDUL QUDDHOSE, J.

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