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Arb.O.P.(Com.Div.) No.716 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.12.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arb.O.P.(Com.Div.) No.716 of 2025

1.M/s.Ilgang Automotive India Private Limited,
Formerly known as M/s.Ilgahng Automotive India
Private Limited,
represented by its Authorised Signatory
Mr.Yoo Wonku,
Office at S.No.486/2, Mannur Village,
Sriperumbudur, Kanchipuram District,
Tamil Nadu – 602 105.

Now residing at:

No.284/9, Keeranallur Village,
Kandoor Post, Sriperumbudur Taluk,
Kanchipuram District, Tamil Nadu – 602 108.

2.M/s.Daeseung Autoparts India Private Limited,
represented by its Director cum Authorised Signatory
Mr.Yoo Wonku,
Office at No.474, Mannur Village, Valarpuram Post,
Sriperumbudur Taluk, Kanchipuram District,
Tamil Nadu – 602 105.
Now residing at:
No.281/5, Keeranallur Village,
Pannur Post, Sriperumbudur Taluk,
Kanchipuram District, Tamil Nadu – 602 108. ... Petitioners

Vs

1.M/s.Kakuman Consultants Private Limited,
represented by its Managing Director,
No.132, Nelson Manickam Road,
Aminjikarai, Chennai – 600 029.



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2.M/s.R&P Partners,
represented by its Senior Partner
Mr.R.Vijay Anand,
New No.315 (Old No.152), 2nd Floor,
Thambu Chetty Street,
Chennai – 600 001.

... Respondents

Arbitration Original Petition (Com.Div.) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, as amended from time to time in order to resolve the dispute between the petitioners and first respondent arising out of and in connection with the Escrow Agreement dated 02.08.2019.

For Petitioners : Mr.K.Balaji
For Respondents : Ms.V.Aishwarya
for Gurmeet Kour [R2]

ORDER

When the matter came up for hearing on 19.11.2025, this Court passed the following order:

“This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator to adjudicate the disputes between the petitioners and the first respondent in terms of clause 15(b) of the escrow agreement dated 02.08.2019, which contains an arbitration clause, to the following effect:-

“15. Arbitration:

All disputes or differences arising between the parties hereto in natural calamities or any other cause beyond the control of the ESCROW AGENT in India or outside.

(b) The FIRST & SECOND PARTIES agree to jointly and severally indemnify and hold harmless the ESCROW AGENT from and against any and all claims, demands, suits and other proceedings made or instituted by any of the Parties hereto and or third parties for or in connection



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with the amounts deposited as escrow and any matters relating thereto or arising under or by virtue of this Escrow Agreement and from any loss damage cost charges and expenses including fees as between attorney and clients paid incurred or suffered by the Escrow Agent arising out of this Escrow Agreement. The ESCROW AGENT shall be entitled to rely upon the written instructions of the SECOND PARTY delivered to it hereunder without being required to connection with this Agreement shall be settled amicably. In the event of failure to arrive at an amicable settlement, the dispute or difference shall be referred to a Sole Arbitrator nominated by the SECOND PARTY. The said arbitrator should preferably be a retired Judge of the Madras High Court. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English and the venue shall be in Chennai. The award passed by the arbitrator shall be final and binding on the Parties and costs shall be borne, as directed by the arbitrator.”

2. The trigger notice under Section 21 of the Arbitration and Conciliation Act has been issued on 23.06.2025 and a reply has also been received.

3. Notice to the respondents returnable by 15.12.2025. Private notice is also permitted.

4. Post on 15.12.2025.”

2. Pursuant to the above order, notice has been served on the respondents and the second respondent alone had engaged a counsel. Hence, when the matter came up for hearing on 15.12.2025, this Court directed the Registry to print the name of the first respondent in the cause list. Accordingly, the name of the first respondent is also printed in the cause list. However, there is no appearance either in person or through counsel.



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3. Heard learned counsel for petitioners and learned counsel for second respondent and perused the materials available on record.

4. In the considered view of this Court, there is a valid Escrow Agreement dated 02.08.2019 between the parties in line with Section 7 of the Act. The second respondent is the Escrow Agent and the first respondent has to give consent to second respondent for payment of money to the petitioners. An arbitration clause is also provided under Clause 15(b) of the agreement.

In view of the above, this Court appoints Hon'ble Mr. Justice T.Ravindran, Former Judge, Madras High Court, New No.27, Old No.12, 3rd Avenue, Indira Nagar, Adyar, Chennai – 600 020, E-mail:ravindran.judge@gmail.com [Mobile No.99413 50926] as the Sole Arbitrator and the Hon'ble 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' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of the Hon'ble Sole Arbitrator shall be in accordance with the Madras High Court Arbitration



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Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules
2017.

Accordingly, this petition is disposed of.

17.12.2025

NCC:Yes/No
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N.ANAND VENKATESH, J.

gm

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