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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.03.2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb O.P(COM.DIV.) No. 140 of 2026

and

O.A.No.37 of 2026

and

A.No.908 of 2026

M/s.Ocean Lifespaces India Private limited.,
Represented by its Authorized Representative,
Mr.Vignesh .D,
No.MF-1, Industrial Estate,
CIPET Hostel Road,
Guindy, Chennai - 600 032.

..Petitioner

Vs

M/s.Hariprasad Associates
Represented by its Partner,
Mr.A.S.Hariprasad,
G.K.S.Annexe,
No.20, Pycrofts Garden Road,
Chennai - 600 006.

..Respondent

Petition filed under Section 11(5) of The Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate the disputes between the Petitioner and Respondent in terms of Hire Agreements and Hire orders referred to in notice under Section 21 of the Act dated 27.12.2025 and direct the respondent to pay costs.

For Petitioner

Mr.P.V.Balasubramaniam,
Senior Counsel
for Ms.K.Jayasudha

For Respondent:

Mr.Ashwin Ravikumar
for M/s.Harishankar Mani

**ORDER**

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The respondent is the supplier of scaffolding materials. The applicant/petitioner entered into several agreements relating to the supply of scaffolding materials in relation to specific sites. Each agreement contains the following arbitration clause:

'24. It is agreed between the Parties to this Contract that if any dispute arises between the Parties (owner and hirer) either during the time when the agreement is in force or after its termination by efflux of time or by act of parties to the agreement, such disputes will be referred to a Sole Arbitrator to be appointed by the Owner in accordance with the provisions of Arbitration and Conciliation Act 1996. The place of arbitration shall be Chennai only.'

2. According to the applicant/petitioner, the dispute relating to claims made by the respondent for hire charges and for return of scaffolding materials was settled as per settlement proposals exchanged between the parties. Learned senior counsel for the applicant/petitioner referred to e-mails exchanged between the parties in this regard. He placed emphasis on e-mail dated 27.10.2025 from Mr.Vignesh D. He submits that amounts mentioned therein were paid by the applicant/petitioner to the respondent. He also points out that these e-mails predate demand notice dated 18.12.2025 under the Insolvency and



Bankruptcy Code, 2016 (IBC). Therefore, he contends that the respondent is not entitled to apply as operational creditor before the National Company Law Tribunal (NCLT) under the IBC. Consequently, he contends that the interim order granted earlier is liable to be extended.

3. He also submits that the respondent failed to inform NCLT that an order of interim injunction was issued by this Court on 19.01.2026. Therefore, he points out that A.No.908 of 2026 was filed for willful disobedience of such order.

4. At a minimum, learned senior counsel submits that an arbitrable dispute exists between the parties and that this Court may appoint the arbitrator in the Section 11 petition filed along with the application under Section 9.

5. In response, learned counsel for the respondent referred to e-mails issued in April, 2025 by the respondent stating categorically that hire charges would be applicable up to the date of return of the final load of scaffolding materials. Therefore, he contends that the demand notice issued by the respondent to the applicant/petitioner on 18.12.2025 is valid and that the respondent be permitted to prosecute the application before the NCLT.

6. In the original application (O.A.No.37 of 2026), the applicant/petitioner has requested for an interim injunction to restrain the respondent from claiming any amounts arising out of the dispute in any



legal forum in order to prevent multiplicity of proceedings. An application under Section 9 is intended to be in aid of proceedings before the Arbitral Tribunal. Said provision cannot be resorted to for purposes of preventing a party from approaching the forum in relation to a claim. The justification of the applicant/petitioner is that there is a pre-existing dispute and, therefore, proceedings before the NCLT are not maintainable. Whether the respondent's application as an operational creditor is liable to be admitted or not as per the IBC is a matter to be determined by the adjudicating authority and not by this Court. Therefore, I am not inclined to extend the order of interim injunction granted earlier.

7. As regards the application for willful disobedience (A.No.908 of 2026), learned counsel for the respondent contends that the application before the NCLT was made before order dated 19.01.2026 was issued. The materials on record corroborate this statement. Taking into account the opinion expressed with regard to the application for interim injunction, I am inclined to close the said application.

8. Petition under Section 11 remains to be considered. Undoubtedly, there is an arbitration agreement between the parties. While learned counsel for the respondent opposes the request for arbitration on the ground that the respondent's claim falls within the scope of admissible claims under the IBC, such contention was refuted by learned senior counsel for the applicant/petitioner.



9. In a petition under Section 11, as per law laid down in this regard, the limited role of the Court is to examine whether there is an arbitration agreement between the parties and whether the dispute is arbitrable. The materials on record indicate *prima facie* that there is an arbitrable dispute between the parties. The existence of an arbitration agreement is undisputed in this case. Petition was filed after issuing notice under Section 21 of the Arbitration and Conciliation Act, 1996 on 27.12.2025. Upon receipt of such notice, the respondent replied on 29.12.2025. Hence all requirements for exercise of power under Section 11 of the statute are satisfied.

10. Considering the nature of the dispute, Mr.P.Giridharan, "Vanguard House", 3rd Floor, No.48, Second Line Beach, Parrys, Chennai – 600 001 (Mobile No.9884672733), learned advocate, is appointed as the arbitrator. Learned arbitrator is requested to enter upon reference and adjudicate the dispute. The fees and expenses may be fixed by the learned arbitrator in consultation with the parties.

11. In the result, these matters are disposed of as follows:

11.1 O.A.No. 37 of 2026 is dismissed without any order as to costs;

11.2 A. No.908 of 2026 is closed; and

11.3 Arb.O.P.(Comm.Div.) No.140 of 2026 is allowed on the above terms.



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12. All contentions are left open to the parties for being raised before the Arbitral Tribunal.

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Index: Yes/No
Neutral Citation: Yes/No
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