



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.04.2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb O.P(COM.DIV.) No. 200 of 2026

K.Sivakumar
S/o.K.Karunakarapillai,
office at No.2/3, Malaiyappan Street,
George Town, Chennai - 600 001.

..Petitioner

Vs

1. M/s.Eco Care Pest Control Services
Now Old No.19, New No.58
Fourth North Beach Road,
Chennai - 600 001
(Having registered office,
at No.4/13/199, C.G.E Colony,
5th Street, Tuticorin - 628 003.
2. L.Victor
S/o.M.Lourdhranj,
Partner M/s.Eco Care Pet Control Services,
No.1-H/65, Palpandi Nagar,
1st Street, Thoothukudi - 628 008.
3. K. Radhakrishnan
S/o.J.Kannappan,
Partner M/s.Eco Care Pest Control Services,
No.38A, 3rd Cross Street,
Ravigarden, Kodungaiyur,
Chennai - 600 118.

..Respondents

Petition filed under Section 11(5) of The Arbitration and Conciliation Act, 1996 praying to pass an order of appointment of a Sole Arbitrator preferably being a retired District Judge having the Arbitration seat at Chennai to resolve the Dispute arose between the Petitioner and the Respondents herein in respect of mutual release agreement deed dated 31.01.2024 and Deed of Retirement dated 31.03.2024 executed between themselves at Chennai.



For Petitioner:

Mr.S.Vinoth

For Respondents:

Mr.Kaushik Narayanan V

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ORDER

Invoking the arbitration clause in memorandum of settlement mutual release agreement dated 31.03.2024, the present petition was filed after issuing notice dated 01.12.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 (A & C Act).

2. Learned counsel for the respondents opposes the request for arbitration on two grounds. The first ground is that the petitioner has not joined all necessary parties in this petition. In support of this contention, learned counsel refers to the deed of retirement and admission dated 29.05.2024 and points out that said document was executed by and between retiring partners, the continuing partner and the new partner of a partnership firm called M/s.Cargo Care Consolidators. He also submits that the present dispute pertains to the assets and affairs of the said firm. The second contention is that Section 21 notice makes reference to clause 2.1 of the memorandum of settlement mutual release agreement and clause 14 of the deed of retirement. Adverting thereto, he submits that said provisions are not germane to the adjudication of any dispute.

3. Memorandum of settlement mutual release agreement contains the following dispute resolution clause:



12. DISPUTE RESOLUTION

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12.1 In case of any dispute arising between the Parties hereto with regard to this agreement or the interpretation of the terms hereof, the same shall be resolved amicably by the Parties hereto at the first instance amicably as between themselves within a period of 7 days and in the event of no resolution being arrived between them the same shall be resolved by Mediation presided by Mr.P.Srinivasan S/o.Parasuraman, having Aadhar No.5027 6156 0442 between the Parties.

12.2 In the event of any dispute arising between the Parties hereto with regard to this Agreement or the interpretation of the terms hereof not being resolved by mediation, such differences or claims arising between the Parties under or in relation to this Agreement shall be referred to a sole arbitrator appointed as per the provisions of the Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force shall apply to the arbitration proceedings under this clause.

12.3 The venue of arbitration shall be Chennai, Tamil Nadu, and the language will be English.

12.4 The Courts at Chennai, Tamil Nadu shall alone have the jurisdiction.



4. The parties to this petition are signatories to said agreement. As recorded in course of narration, the petition was preceded by a notice under Section 21 of the A & C Act and such notice was replied to by the respondents on 27.12.2025.

5. The respondents have opposed the request for arbitration partly on the ground of non-joinder of necessary parties. Unless there is no arbitration agreement between the parties or the dispute is manifestly and patently non-arbitrable, contentions such as those raised by the respondents are required to be decided by the Arbitral Tribunal.

6. For reasons aforesaid, this petition is allowed by appointing Mr.Kishore Balasubramanian, Advocate, GD, KG Central Court, 17/9, Jagadambal Street, T.Nagar, Chennai – 600 017 (Mobile No.9962157571) as sole arbitrator. Learned Arbitrator is requested to enter upon reference and adjudicate the dispute. The fees and expenses of arbitration may be fixed by the sole arbitrator in consultation with the parties.

28.04.2026

Index: Yes/No
Neutral Citation: Yes/No
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To
Mr.Kishore Balasubramanian,
Advocate,
GD, KG Central Court, 17/9, Jagadambal Street,
T.Nagar, Chennai – 600 017



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