



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-01-2026

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 645 of 2025

M/s.Kshema Power and Infrastructure Company (P) Ltd.

A representative entity of Kshema Group

Registered office at XXVII/532, T-2

Trinity Castle, Edapally, Cochin -682 024

Rep by Authorized Signatory, C C Viswanthan Nair

S/o.Chandra Sekharan Nair, Chandra Vilas, Kodanad

Ernakulam - 683 544

Petitioner(s)

Vs

Siemens Gamesa Renewable Power Private Limited

(Formely known as Gamesa Renewables Private

Limited and originally known as Gamesa Wind Turbines
Private Limited)

a Company duly registered under Companies Act 1956

Having its registered office at No.334m 8th Floor

B.Block, The Futura Rajiv Gandhi Salai, Sholinganallur

Chennai -119

Respondent(s)

PRAYER

a) Appoint an independent and impartial Arbitrator or arbitrators to adjudicate the disputes between the petitioner and the Respondents in terms of the Contract Agreement as setout under details of claims as above. b) Appoint an Arbitrator invoking Section 11 of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) in tune with clause 8 of the Arbitration agreement between the parties under sub-section(4) or sub-section(6), for resolving the disputes between the parties and also to pass an award, in the interest of justice. c) Direct the Respondents to pay the cost of this petition.

For Petitioner(s): Mr.Praveen K. Joy



ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (in short “the Act”), for appointment of an Arbitral Tribunal for resolving the disputes between the parties arising out of the agreement dated 17.05.2021 which contains the following arbitration clause:

“8. Dispute Resolution: Any dispute arising out of or in relation to this Settlement Agreement, shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

8.1. The seat and venue of arbitration shall be Chennai.

8.2. The language to be used in the arbitral proceedings shall be English.

8.3. Each party shall nominate one arbitrator, and the two arbitrators nominated by the parties, shall within 15 days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as Chairman of the Tribunal.

8.4. The Courts at Chennai shall have the exclusive jurisdiction to try all and/or any dispute(s) arising out of or in relation to this Settlement Agreement.”

2.The petitioner also issued a trigger notice under Section 21 of the Act dated 20.06.2023.

3.Earlier, a petition came to be filed before the High Court of Kerala at Ernakulam in AR.No.253 of 2024. This petition was disposed of by an order dated 18.02.2025 in the following terms:

“9. After hearing both sides and perusing the documents, I find merit in the contention put forth by the counsel for the respondent. The parties have by stipulating in Clause 8 of Annexure A6 agreement that the courts in Chennai shall have exclusive jurisdiction, specifically excluded all other courts from entertaining matters concerning the same.



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The contention that the petitioner has its registered office at Ernakulam and that a part of cause of action as envisaged under Section 20 of the C.P.C. has arisen at Ernakulam since the agreement was digitally signed at Ernakulam cannot be countenanced in view of the specific choice of court made by the parties in Annexure 6. The concept of "venue" and/or "seat" of arbitration is different from the concept of the 'Jurisdiction of courts. Whereas it may not be possible to confer jurisdiction on a court which does not otherwise have jurisdiction, party autonomy enables the parties to choose the place, seat and/ or venue of the arbitration. Since in the present case, the parties have chosen the seat and venue of arbitration as Chennai, it is not at all necessary to dwell on the question whether any part of the cause of action had arisen at Ernakulam as contended by the petitioner. Further, the clear and unequivocal insistence in the clause that the 'seat and venue of arbitration' shall be Chennai has avoided the imbroglio of deciphering whether 'place', 'seat' and 'venue' have different could be understood connotations and whether they interchangeably.

10. Accordingly, it is hereby found that this petition is not maintainable before this Court. The same is dismissed without prejudice to the right of the petitioner to move the appropriate forum for relief/s.”

4.Pursuant to the above order, the present petition has been filed before this Court, since the seat of arbitration is within the jurisdiction of this Court.

5.Notice was ordered to the respondent and the notice was returned unserved. Hence, this Court directed the learned counsel for the petitioner to effect paper publication and paper publication has been effected and an affidavit of service has been filed. The name of the respondent has also been printed in the cause list and there is no appearance either in person or through counsel.

6.Heard the learned counsel for the petitioner and carefully perused the materials available on record.



7.It is seen that there is a valid agreement between the parties in line with Section 7 of the Act and it contains an arbitration clause. As per Clause 8 of the agreement, it contemplates a three-member Arbitral Tribunal to resolve the disputes between the parties. Learned counsel for the petitioner submitted that the petitioner will be satisfied, if a sole Arbitrator is appointed to resolve the dispute.

8.In view of the above, ***Mr.Rahul Balaji, Advocate, having office at New No.8, Old No.13, 8th Street, Dr.Radhakrishnan Road, Mylapore, Chennai-600 004 (Mobile No.98400 23366)***, is appointed as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render an arbitral award by holding sittings in the Madras High Court Arbitration Centre under the aegis of this Court as per Madras High Court Arbitration Proceedings Rules, 2017 and fee of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules, 2017.

Accordingly, this petition is disposed of.

12-01-2026

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N. ANAND VENKATESH, J.

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