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CRP No. 2744 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29-04-2026

CORAM

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 2744 of 2026

B.Ramanathan
No.17, Canal Street,
Gobichettipalayam - 638452,
Erode District.

..Petitioner(s)

Vs

Reliance BP Mobility Limited
Maker Chambers IV,
Third Floor,
No.222, Nariman Point,
Mumbai - 600021.
Rep by its Power Agent,
Karun Krishnan,
S/O. Krishna Kutty,
RK. Mutt Road,
Mylapore,
Chennai - 600004.

..Respondent(s)

To set aside the order dated 2.4.2026 made in IA.NO. 3/2025 in
OS.No. 7/2025 on the file of the Ld. District Munsif Court, Gobichettipalayam.

For Petitioner(s): MR.N.Manoharan

For Respondent(s): MR.C.MOHAN FOR M/S.KING AND
PATRIDGE



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ORDER

The Revision Petitioner/Defendant challenges the impugned order passed by the learned Trial Judge in I.A. No. 3 of 2025, whereby the application filed under Section 8 of the Arbitration and Conciliation Act, 1996, seeking reference of the dispute to arbitration, came to be dismissed.

2. Before the Trial Court, the petitioner had filed the said application contending that the dispute between the parties arises out of a dealership agreement containing an arbitration clause. However, the learned Trial Judge dismissed the application on the ground that the original arbitration agreement had not been produced.

3. The learned counsel for the petitioner would submit that the existence of the dealership agreement between the parties is not in dispute. Even the plaintiff has admitted the same in the plaint. It is further submitted that a copy of the dealership agreement is now produced before this Court, which contains an arbitration clause (Clause No. 16). Hence, the dismissal of the application on a technical ground is unsustainable.



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4. This Court finds that the existence of the agreement between the parties is admitted and the arbitration clause is evident from the document now placed on record. In such circumstances, the Trial Court ought to have referred the matter to arbitration instead of rejecting the application on a hyper-technical ground. Accordingly, the impugned order passed in I.A. No. 3 of 2025 is set aside and the said Interlocutory Application is ordered to be taken on file after completion of mediation.

5. Considering that the dispute pertains to leasehold rights arising out of the dealership arrangement, this Court deems it appropriate to refer the parties to mediation as a preliminary step. The parties are directed to appear before the Mediation Centre attached to the concerned Trial Court, within a period of two (2) weeks from the date of receipt of a copy of this order. In the event of failure of mediation, it is open to the parties to work out their remedies in accordance with law, including arbitration.

The Civil Revision Petition stands allowed. No costs.

29-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

JRS



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T.V.THAMILSELVI, J.

JRS

- 1.The District Munsif Court, Gobichettipalayam.
2. The Director, Mediation Centre attached to Gobichettipalayam.
- 3.Rliance BP Mobility Limited
Maker Chambers IV, Third Floor,
No.222, Nariman Point,Mumbai - 600021.
Rep by its Power Agent, Karun Krishnan,
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