



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.04.2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**A Nos. 4059 and 4060 of 2025
in C.S(COMM DIV) No. 75 of 2025**

M/s.The Kinetic Green Energy And Power
Solutions Having Registered Office at
Kinetic Innovation Parks, Pune,
Maharashtra-411019 represented by its
Authorised Signatory
Mr.Ritesh Ramesh Mantri, Director

..Applicant in both
applications

Vs

1. Chennai Enviro Solutions Private Limited
Rep by its Assistant General Manager
Mr Ch Anji Reddy
Having registered Office
No 323 Poonamale High Road Level 4
Diamond Dune, Aminjikarai,
Chennai - 600 029
2. M/s.Iconpro Tech Private Limited
Having its office at
Sardar Patel Road, Guindy, Chennai-32

..Respondents in both
applications

A No. 4059 of 2025

Application filed under Order XIV Rule 8 of The High Court Original Side Rules, 1956 read with Section 8 of The Arbitration and Conciliation Act, 1996 and Section 151 of The Code of Civil Procedure, 1908 praying to direct the 1st Respondent/Plaintiff to produce the original Purchase Order bearing No.500005509 dated 23.03.2021 executed by the Plaintiff in favour of the 2nd Defendant before this Court.



A No. 4060 of 2025

Application filed under Order XIV Rule 8 of The High Court Original Side Rules, 1956 read with Section 8 of The Arbitration and Conciliation Act, 1996 and Section 151 of The Code of Civil Procedure, 1908 praying to refer the parties to arbitration in terms of the Purchase Order bearing No.500005509 dated 23.03.2021 executed by the Plaintiff in favour of the 2nd Defendant.

For Applicant: Mr.Thriyambak J Kannan
in both applications

For Respondents: Ms.S.Balajanaki for R1

COMMON ORDER

The plaintiff asserts that it purchased 837 battery operated e-rickshaws (vehicles) from the first defendant for a total order value or Rs.18,01,07,124.75. The said purchase was pursuant to purchase order No.500005090 dated 23.12.2020, which was subsequently amended on 23.03.2021 and the order value was revised downward to Rs.17,87,88,849.76. The revised purchase order was placed on the authorised dealer of the first defendant, being the second defendant. Alleging that the batteries supplied by the defendants were defective, the plaintiff instituted the suit seeking both injunctive and monetary remedies in respect of alleged defects in the batteries and vehicles.

2. The first defendant has applied under Section 8 of the Arbitration and Conciliation Act, 1996 to refer the dispute for arbitration as per the



arbitration clause contained in the general purchase conditions forming part of the purchase order.

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3. Adverting to amended purchase order No.500005509 dated 23.03.2021, learned counsel for the applicant pointed out that the terms and conditions refer to general conditions of purchase. He also submits that the general conditions of purchase annexed to the purchase order contains the dispute resolution clause. Said clause being central to the adjudication of this application is set out below:

'18. DISPUTES & JURISDICTION:

a) This Purchase Order and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of the Republic of India and the courts of Hyderabad shall have jurisdiction.

b) If at any time any dispute or difference shall arise between the parties in connection with or arising out of this Purchase Order (a "Dispute"), the parties shall in good faith exert all efforts to resolve such Dispute. At the request of either party, suitably senior representatives of the parties shall meet in a good faith effort to reach an amicable settlement of the Dispute.

c) Any Dispute that cannot be settled within 30 (thirty) business days by mutual discussions as contemplated by above clause, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the



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Arbitration and Conciliation Act, 1996 as amended. The arbitration tribunal shall consist of 1(one) arbitrator nominated by Seller, 1 (one) arbitrator nominated by Buyer, and 1 (one) arbitrator nominated by the 2 (two) arbitrators nominated by Seller and Buyer. The language of the arbitration shall be English and the seat and venue for arbitration shall be Hyderabad.'

4. Learned counsel for the plaintiff admits that general conditions of purchase contains an arbitration clause. On instructions, she adds that both the plaintiff and the second defendant carry on business at Chennai and that it would be more convenient to conduct arbitral proceedings at Chennai. At the previous hearing, I requested learned counsel for the first defendant to obtain instructions as to whether the first defendant consents to conducting arbitral proceedings at Chennai. At today's hearing, learned counsel submits that the first defendant is not agreeable. The dispute resolution clause fixes the seat and venue of arbitration at Hyderabad. In the absence of consent, the contractual prescription cannot be varied. Although the purchase order was placed by the plaintiff on the second defendant, from the pleadings in the plaint, it is evident that the second defendant has acted as the authorised dealer/agent of the first defendant. Therefore, there is sufficient indication that the first defendant agreed to be bound by the terms of the arbitration agreement. Besides, the first defendant seeks reference for arbitration.



5. Considering the aforesaid, A.No.4060 of 2025 is allowed by referring the parties to arbitration in terms of the arbitration clause contained in the general conditions of purchase annexed to the purchase order No.500005509 dated 23.03.2021. Consequently, A No.4059 of 2025 for production of the original purchase order is closed.

20.04.2026

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SENTHILKUMAR RAMAMOORTHY J.

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