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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-02-2026

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 763 of 2025

1. Redington Limited,
(formerly Redington (India) Limited),
Represented by its Authorized
Signatory, Mr.S.Hariprasad,
A company incorporated under the
companies Act, 1956,
Having their registered office at
Redington Towers, Block No.3, Plathin,
Inner Ring road, Saraswathy Nagar
(West), 4th Street, Puzhuthivakam,
Chennai, Tamil Nadu - 600 091. Branch
Office at Redington House, Centre
Point, Plot No.1(SP),
Thiru.Vi.Ka.Industrial Estate, Guindy,
Chennai - 600 032.

Petitioner(s)

Vs

SAVIC Technologies Private Limited
A Company incorporated under
Companies Act, 2013,
Having office at 208-211, B-Wing,
Great Eastern Summit, Sec-15, Belapur,
Navi Mumbai - 400 614.

Respondent(s)

PRAYER Petition filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to adjudicate the disputes between the Petitioner and the Respondent.



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For Petitioner(s): Mr.Vijay R.Sekar

For Respondent(s): Mr. Sagar Wagle

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for the sake of brevity, hereinafter referred to as 'the Act') for the appointment of a Sole Arbitrator to adjudicate the disputes between the petitioner and the respondent.

2. When this petition came up for admission on 01.12.2025, this Court passed the following order:

This petition has been filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') to appoint an arbitrator to adjudicate the disputes between the petitioner and the respondent arising out of the Cloud Service Reseller Agreement dated 26.05.2022.

2. The agreement provides for referring the dispute for Arbitration under Clause 16.7 and the same is extracted hereunder:-

"16.7. Governing Law and Jurisdiction: This Agreement shall be construed and governed in accordance with the laws of India without regard to its conflict of laws provisions. Courts in Chennai shall have exclusive jurisdiction. In the event of dispute regarding the terms and conditions and interpretations of the above clauses, the same shall be referred to the Sole Arbitrator Mr.A.Murugan, District Judge (Retd.,) appointed by the parties. The Reseller and End user/Customer explicitly



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agrees unanimously for the said appointment of the Arbitrator. The sole arbitrator shall adjudicate all the disputes in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments or re-enactment in force for the time being and the award by the Arbitrator is final and binding on both the parties. The arbitration proceedings shall be in English and the seat and venue of arbitration proceedings shall be held at Chennai. The parties herein jointly and mutually agreed and consented to the appointment of Sole Arbitrator, considering the fact that the Arbitrator has no vested interest with any of the contracting parties herein, the contracting parties forego their respective rights raising any dispute on the impartiality of the Sole Arbitrator at all times upon execution of this agreement."

3. The trigger notice under Section 21 of the Act was issued on 26.05.2022 and the same has also been received by the respondents. Since there was no response, the present petition has been filed before this Court.

4. Notice to the respondents returnable by 12.01.2026. Private notice is also permitted.

Post this petition for hearing on 12.01.2026.

3. Pursuant to the above order, notice was served on the respondent and the respondent is represented through counsel.

4. On 27.01.2026, when the matter was taken up for hearing, the learned counsel for the respondent raised a preliminary objection and the same was recorded and the following order came to be passed by this Court:



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Learned counsel for the respondent raised a preliminary issue on the maintainability of this petition. Learned counsel, by pointing out to the arbitration clause available at Clause 16.7 of the agreement dated 26.05.2022, submitted that both parties had agreed for appointment of a named arbitrator. Thereafter, there is absolutely, no material to show that the named Arbitrator had recused himself from acting as sole Arbitrator in this case. Even with out this requirement being satisfied, the present petition has been filed and it was contended that the present petition is premature.

2.Learned counsel for the petitioner pointed out to page No.55 of the typed set of papers and submitted that the named Arbitrator was not willing to proceed further with the arbitration process and orally, the petitioner was informed that the sole Arbitrator is not interested in taking up the matter and therefore, the present petition was filed before this Court.

3.There is no proof before this Court to show that the communication dated 31.03.2025, was in fact received by the named sole Arbitrator. When the same was pointed out, learned counsel for the petitioner sought for some time to file the proof.

4.Post this petition on 02.02.2026. In the meantime, learned counsel for the respondent shall file counter in this petition.

5.When the matter was taken up for hearing today, the learned counsel for the petitioner filed a memo to the following effect:

1. The Petitioner invoked Clause 16.7 of the Cloud Services Reseller Agreement dated 26.05.2022 and appointed Mr. A. Murugan (Retd. District Judge) as the Sole Arbitrator to adjudicate the disputes between the Petitioner and the Respondent. However, no confirmation was received from him. Upon oral enquiry made by the Petitioner on 18.03.2025, Mr. A. Murugan (Retd.



District Judge), declined to accept the appointment as Arbitrator, stating that he had relocated to Manampoondi, Villupuram District.

2. In the light of the above, the Petitioner, vide letter dated 31.03.2025, informed Mr. A. Murugan (Retd. District Judge) that they would be proceeding with the appointment of another Arbitrator. It is further submitted that the said letter dated 31.03.2025 was dispatched to Mr. Murugan's address on 02.04.2025 and was duly delivered to him. Copies of the letter dated 31.03.2025, the postal receipt and Acknowledgement Due Card are enclosed herewith.

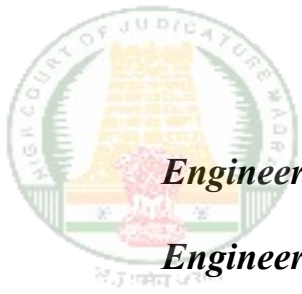
6.The learned counsel for the respondent by placing reliance upon the judgement of the Apex Court in *ACC Limited vs. Global Cements Limited* reported in **2012 7 SCC 71** and the decision of the Rajasthan High Court in *Chief Engineer B. & R. Jaipur vs. Harbans Singh* reported in **AIR 1955 Raj 30** submitted that since the agreement does not contemplate replacement of the named Arbitrator, as found in Clause in 16.7, there is no question of appointing another arbitrator in the place of the named arbitrator. The learned counsel further submitted that, if it is a case of recusal by the sole arbitrator, then the petitioner has to necessarily file an application under Section 14 of the Act and the present petition filed under Section 11(6) of the Act is not maintainable. The learned counsel for the respondent raised a further objection regarding the arbitrability and also raised the issue of limitation.

7.This Court has carefully considered the submissions made on either side and also the materials available on record.



8. In the considered view of this Court, Cloud Service Agreement dated 26.05.2022 clearly contemplates reference of the dispute for arbitration. The parties did not intend to agitate their dispute before the Civil Court. In such a scenario, if the named arbitrator, for any reason is not willing to enter reference and arbitrate the dispute, that does not make Clause 16.7 of the Agreement Otiose. Just because the agreement does not provide for an alternative, apart from the named arbitrator, that does not wipe out the intention of the parties to refer the dispute for arbitration in the event of any dispute amongst them. Therefore, the preliminary objection raised on the side of the respondent as if the arbitration clause itself ceases to have any operation after the named arbitrator refuses to enter reference, is not sustainable. If this contention is accepted, it will defeat the very object of having an arbitration clause in the agreement.

9. The next objection raised is regarding the arbitrability of the dispute and also the issue of limitation raised on the side of the respondent. These issues cannot be gone into while dealing with an application under Section 11 of the Act. This Court must only see if there is an agreement between the parties in line with Section 7 of the Act and the said Agreement contains an arbitration clause, nothing more and nothing less. Useful reference can be made to the judgement of this Court in ***S. Krishnamoorthy, Sole Proprietor of Sri Ram***



Engineering Company, No.6, G.P.Mahal, New Sidhapudur, Coimbatore vs. Engineering Projects India Ltd., 3-d, EC Chmbers, 92, GN Chetty Road, Tnagar, Chennai-17 reported in ***2025 4 LW 716***.

10.In view of the above, the issue of arbitrability and the issue of limitation raised on the side of the respondent can be raised as a preliminary issue before the Sole Arbitrator by the respondent, if so advised. It is left open to both parties to raise all the disputes before the Sole Arbitrator and the same will be dealt with on its own merits and in accordance with law.

11.Insofar as the named arbitrator is concerned, it is quite clear from the materials placed before this Court and also a memo filed on behalf of the respondent that the Sole Arbitrator has not expressed his willingness to take up the dispute. Therefore, this Court has to necessarily appoint a Sole Arbitrator.

12.In the light of the above discussion, this Court is inclined to appoint **Mr.Sharath Chandran, Advocate, No.6, Gopal Menon Street, Vepery, Chennai 600 007. [Mobile: 98844 45442]** is appointed as sole Arbitrator. The sole Arbitrator is requested to enter upon reference, adjudicate upon arbitrable disputes that have arisen between the parties. It is left open to the parties and the Sole Arbitrator to decide on the venue and the mode of appearance during the proceedings subject to their convenience and fees of Hon'ble sole Arbitrator



shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

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13.This petition is disposed of in the above terms. No Costs.

02-02-2026

Index:Yes
Speaking
Internet:Yes
Neutral Citation:Yes
ssr



To

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1.Mr.Sharath Chandran,
Advocate,
No.6, Gopal Menon Street,
Vepery,
Chennai 600 007.
[Mobile: 98844 45442]

2.The Director
Tamil Nadu Mediation and Conciliation
Centre-cum-Ex-Officio Member
Madras High Court Arbitration Centre
Chennai - 104.



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