



WEB COPY

Arb O.P No. 89 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-04-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb O.P No. 89 of 2025

Haseena Irfan

..Applicant(s)

Vs

1. M/s.Fintags Technologies Private limited,
Represented by its Director Mr.Santhosh
Wilson, Having registered office address at
Olympia Technology Park,
Level 2 Altius, Sidco Industrial Estate,
Guindy Industrial Estate,
Chennai - 600 032.
2. Sabnam Mehra
Director,
No.3, Bethel House,
Thiruvalluvar Street,
Chittaranjan Colony,
Chennai - 600 082.
3. Dominic Savio

..Respondent(s)

PRAYER: Arbitration Original Petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleaded to appoint the Sole Arbitrator to constitute the arbitral tribunal to resolve the disputes that have arisen between the Petitioner and the Respondents.



For Applicant(s):

M/S. Leeban Arivalagan

For Respondent(s):

Mr. S.Saravanan for R1 & R2

Mr.Sailesh for R3

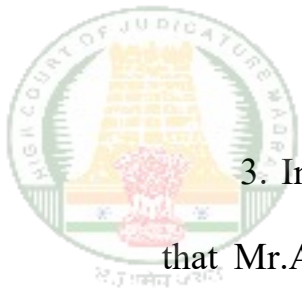
Mr.Ranghasayee for Administrator

ORDER

The petitioner was appointed as Senior Manager, HR and Administration / Executive PA under letter of appointment dated 01.12.2024 by the first respondent. Said letter of appointment contained four schedules referred to therein. Schedule-C titled General Terms and Conditions contains the following arbitration clause:

“11. You will at all times, act in good faith, and make attempts to resolve all differences arising out of or in connection with your employment by discussions with the Company. If within fourteen (14) days of the commencement of the discussions the dispute is not resolved the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 to a sole arbitrator nominated by the Director of the Company. The venue of arbitration shall be Chennai, Tamil Nadu and the language of the arbitration shall be in English.”

2. After issuing notice dated 07.08.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 (the A & C Act), the petitioner has applied to this Court for appointment of an arbitrator.



3. In proceedings before the National Company Law Tribunal, it appears that Mr.Aravind Devanathan was appointed as the Administrator of the first respondent. By letter dated 24.02.2026 to the Registrar of this Court, the Administrator has authorised the engagement of Mr.Saravanan Sugumar, Advocate, to represent the first respondent.

4. Learned counsel for the petitioner invited my attention to the Section 21 notice and to the reply thereto from the respondents. In such reply, the respondents state that clause 11 of Schedule-C of the letter of appointment is valid and binding under Sections 7 and 11 of the A & C Act.

5. Thus, the existence of an arbitration agreement is admitted by the first respondent. Although the second and third respondents are arrayed as parties to this petition, they are not parties to the arbitration agreement. The petitioner has also failed to provide any evidence that respondents 2 and 3 have agreed to be bound by the terms of the arbitration agreement. While the arbitration clause provides for appointment for the arbitrator by the first respondent, such unilateral appointment has been held to be impermissible by the Hon'ble Supreme Court. Therefore, arbitral proceedings shall be only between the petitioner and the first respondent.



6. For reasons set out above, this petition is allowed by appointing Mr.K.Ashok Kumar, Advocate, New No.38, Old No.49, Padmanabha Nagar, 4th Street, Adyar, Chennai 600 020, Mobile No.944458093, as the sole arbitrator to adjudicate the dispute between the petitioner and the first respondent. The fees and expenses of arbitration shall be fixed by learned arbitrator in consultation with the parties. No costs.

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Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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SENTHILKUMAR RAMAMOORTHY, J.

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