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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-02-2026

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THE HON'BLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 611 of 2025

M/s.Thirupathi Constructions
Rep by Authorized Signatory, M.Karunaharan,
New No. 6, Old No. 9, Gandhi Nagar, Street 2,
Uppilipalayam, Coimbatore 641 015.
Also having address at
Door no. 21.59 B, Ayyappan Kovil 3rd Street, T
Nagar,
Coimbatore- 641045

..Petitioner(s)

Vs

M/s.DAC Developers Pvt Ltd.
Plot No.A, Thiruvalluvar Street,
Tambaram West, Kadaperi,
Chennai, Tamilnadu-600045.
Also having address at,
New No.27, Old no.19,K-Block,Flat-A1,
First Main Road, Anna Nagar East,Chennai-102.

..Respondent(s)

PRAYER: This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint an arbitrator to adjudicate the dispute between the Petitioner and the Respondents in terms of the two Civil, Shuttering, Reinforcement Labour Contract (hereinafter referred to as CSRL Contracts) dated 10.06.2024 and to direct the respondent to pay costs.



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For Petitioner(s): Mr. Ajith Kidambi
for M/s.Anirudh A Sriram

For Respondent(s): Ms.Jayasakthi R.
for Mr.P.Neelakandan

ORDER

The present petition has been filed to appoint an arbitrator to adjudicate the dispute between the petitioner and the respondents in terms of the two Civil, Shuttering and Reinforcement Labour Contract (CSRL Contracts) dated 10.06.2024.

2. When the matter came up for hearing on 10.10.2025, this Court had passed the following order:-

“This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] to arbitrate and adjudicate the dispute between the petitioner and the respondents in terms of the two Civil, Shuttering, Reinforcement Labour Contract dated 10.06.2024.

2. The agreement provides for referring the dispute for Arbitration under clause 13 and the same is extracted hereunder:-

17. Arbitration and Governing Law:-

a. In the case of dispute arising during execution of this the work order, attempts will be made by both the parties to settle the matter amicably. In case of



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non-resolution of dispute even after the best efforts, the matter shall be referred to arbitration as under:

b. In the event of dispute or difference arising between the parties with regard to the interpretation or working of this work order or the rights, liabilities or duties the same will be first referred to the DAC Contract Department.

C. However, if still any of the parties do not agree to it then the parties shall appoint two arbitrators, one to be appointed by DAC and other by the Contractor. The Arbitrators shall appoint an umpire. The decision of the arbitrator or the umpire as the case may be shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act 1996 as amended shall apply to such Arbitration. Any reference to arbitration under this clause shall not discharge the parties from their respective obligations and the work under the agreement shall continue subject to adjudication of the dispute by the Arbitrator or the umpire as the case may be. The parties will abide by the decision of the arbitrators or the umpire as and when made.

d. All matters arising out of or any related with this Work order/agreement shall be deemed to have arisen in Chennai and only courts in Chennai shall have jurisdiction to determine the same.

3. The trigger notices under Section 21 of the Act were issued on 06.08.2025 and 13.08.2025 and the same have been received by the respondents. Since there was no response, the present petition has been filed before this Court.

4. Notice and private notice to the respondents returnable by 10.11.2025.

5. Post this case for hearing on 10.11.2025.”



3. After service of notice, counter statement was filed by the respondent and they took a stand that the agreement contemplates a procedure under Clause 17 and that procedure has not been followed. Keeping that in mind, the parties were directed to attempt an amicable settlement. In spite of best efforts, the parties were not able to reach an amicable settlement.

4. When the matter was taken up for hearing today, the learned counsel appearing on either side reported that the parties are not able to reach any settlement.

5. In the considered view of this Court, there is a valid agreement between the parties in line with Section 7 of the Arbitration and Conciliation Act, 1996, and it also contains an arbitration clause. Hence, this Court is inclined to appoint a sole arbitrator to adjudicate the dispute that had arisen between the parties. Accordingly, **Mr.S.Thanka Sivan**, learned counsel, residing at **No.229/6, Mercantile Plaza, N.S.C Bose Road, Chennai – 600 001, Mobile No.9444054777**, is appointed as the sole Arbitrator. 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.

6. This Original Petition is disposed of in the above terms.

24-02-2026

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To

1. Mr.S.Thanka Sivan, No.229/6, Mercantile Plaza,
N.S.C Bose Road, Chennai – 600 001.
(Mobile No.9444054777)

2. M/s.DAC Developers Pvt Ltd.
Plot No.A, Thiruvalluvar Street,
Tambaram West, Kadaperi,
Chennai, Tamilnadu-600045.
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N.ANAND VENKATESH, J.

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