



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-01-2026

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 635 of 2025

Oxyzen Express Private Limited
Door No.21, Sixth Cross Street,
Wood Creek County,
Nandarnbakkam,
Chennai 600 089
Represented by its Authorised
Signatory
Mr. Balasubramanian
Aghoramulthy.

..Petitioner

Vs

Sanjay Sangwan
Proprietor,
Sangwan Cargo Movers,
Having its office at E-45,
Adhyapak Nagar,
Nangloi, Delhi - 110 041.

Respondent(s)

PRAYER

Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to Appoint a Sole Arbitrator to adjudicate all the disputes between the Petitioner and the Respondent based on the terms of Transport Vendor Agreement dated 14.10.2022 under the Arbitration and Conciliation Act, 1996 as amended till date.



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For Petitioner (s): M/s.Inthu Karunakaran

For Respondent(s): M/s. Adaikala Arockiaraj

ORDER

When this petition came up for hearing on 24.10.2025, this Court 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 appoint an arbitrator to resolve the dispute arising out of the Transport vendor agreement dated 14.10.2022.

2. *The agreement provides for referring the dispute for Arbitration under clause 17 and the same is extracted hereunder:-*

17. ARBITRATION

In case any dispute or difference shall arise between the parties during the term of this agreement or after its termination or earlier termination, as to its meaning and construction or to any other matter on things arising directly or indirectly under this Agreement in such an event the same shall be referred to a sole Arbitrator to be appointed by the company by fast track procedure governed under the provisions of Arbitration and Conciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015 or any statutory amendment thereof. The Seat / venue of such arbitration shall be at Chennai in the state of Tamil Nadu,



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India and shall be conducted in English language. The award of the Arbitrator shall be final and binding on the parties. The cost of arbitral proceedings and enforcement of award / interim relief shall be borne by the Vendor.

3. *The trigger notice under Section 21 of the Act was issued on 11.08.2025 and the same has also been received by the respondent. Since there was no response, the present petition has been filed before this Court.*

4. *Notice to the respondent returnable by 17.11.2025. Private notice is also permitted.*

5. *Post this case for hearing on 17.11.2025.*

2. Pursuant to the service of notice on the respondent, counter affidavit has been filed.

3. Heard M/s.Inthu Karunakaran, learned counsel for the petitioner and Mr.Adaikala Arockiaraj, learned counsel for the respondent.

4. The respondent in the counter affidavit has primarily raised two objections and they are:-



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(a) The petitioner is not a signatory of the agreement dated 14.10.2022 and therefore, the agreement relied upon is not inline with Section 7 of the Act. And

(b) On a demurrer even if there is an agreement, the claim that has now been made by the petitioner does not fall from the agreement and an independent claim is being made by the petitioner seeking for payment of compensation / damages.

5. The learned counsel for the petitioner submitted that the signature of the petitioner is available in the last page of the agreement. That apart, for the various communications that were made by the petitioner including the trigger notice, there was no response from the respondent. The learned counsel further submitted that the entire loss was suffered by the petitioner only due to entering into an agreement with the respondents on 14.10.2022. Therefore, the damages suffered by the petitioner is relatable to the agreement dated 14.10.2022.

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

7. Insofar as the first issue is concerned, the petitioner is



relying upon the signature that is found in the last page of the agreement. It is further contended that the respondent is not denying the signature that is found in the agreement dated 14.10.2022. This is an issue which can be gone into by the Arbitral Tribunal and it is not necessary for this Court to deal with this issue in detail. *Prima facie* there is an agreement and as to whether the petitioner signed such an agreement which is denied by the respondent can always be dealt with by the Arbitral Tribunal. Hence, this issue is left open.

8. The other issue regarding the damages / compensation claimed by the petitioner, it is always left open to the Arbitral Tribunal to decide as to whether this compensation / damages is relatable to the agreement or it is an independent claim made by the petitioner. The same cannot be a subject matter of this petition.

9. In view of the above, by leaving open all the issues, liberty is granted to both sides to raise all the issues before the Arbitral Tribunal.



10. In view of the above, this Court is inclined to appoint Mr.S.Parthasarathy, Senior Advocate, No.7, Second Street, Jagadambal Colony, Royapettah, Chennai 600 014, Mobile No.91766 37537, as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

11. Accordingly, this petition is disposed of. No costs.

05-01-2026

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



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