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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-02-2026

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 698 of 2025

FMCG Carriers

Rep. by its Proprietor Mr.Aruthur G.Joseph

Having office at No.80/81A, Arcot Road

1st Floor, Virugambakkam, Chennai - 600 092

Petitioner(s)

Vs

1. Chief of Transport Head

TVS Supply chain Solutions Ltd.

706, E Wing, Times Square, Andheri Kurla Road

Andheri East, Mumbai - 400 059

2. Deputy General Manager

Sourcing TVS Supply Chain Solutions Ltd.

Tamarai Tech Park, South Block, 3rd Floor

16, SP Developed Plot, J.N.Road, Industrial Estate

Guindy, Chennai - 600 032

3. Chief Executive Officer

TVS Supply Chain Solutions Ltd.

Tamarai Tech Park, South Block, 3rd Floor

16, SP Developed Plot, J.N.Road, Industrial Estate

Guindy, Chennai - 600 032

4. Managing Director

TVS Supply Chain Solutions Ltd.

Tamarai Tech Park, South Block, 3rd Floor

16, SP Developed Plot, J.N.Road, Industrial Estate

Guindy, Chennai - 600 032

Respondent(s)



PRAYER

To Appoint an Arbitrator to adjudicate the disputes between the Petitioners and Respondent in terms of the work order agreement dated 28.12.2021 and Addendum dated 29.01.2025.

For Petitioner(s): Mr.B.K.Girish Neelakantan

For Respondent(s): Ms.R.S.Lakshmipriya

ORDER

When this petition came up for hearing on 17.11.2025, this Court passed the following order:

“This petition has been filed under Section 11(6)(a) 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 Work Order dated 28.12.2021.

2. The agreement provides for referring the dispute for Arbitration under clause 9.3 and the same is extracted hereunder:-

“The Work Order shall be construed and interpreted in accordance with and governed by the laws of India and, subject to clause 8.2 of this Work Order, the courts at Chennai shall have the exclusive jurisdiction to try all disputes and matters arising out of and under this Work Order, after reference to arbitration.”

3. The trigger notice under Section 21 of the Act was issued on 21.08.2025 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 15.12.2025. Private notice is also permitted. Post this petition for hearing on 15.12.2025.”



2. After the service of notice on the respondents, a counter affidavit came to be filed and this Court heard the learned counsel appearing on either side and passed the following order on 09.02.2026:

“This Court heard the learned counsel appearing on either side.

2. It is not in dispute that the work order dated 28.12.2021 was issued by the respondents in favour of the petitioner. It is also not in dispute that the petitioner had carried out the work pursuant to the work order issued on 28.12.2021 and the petitioner is only making those claims for the work done by them as per the work order. The only predicament that is now faced by the respondents seems to be that, apart from the petitioner, several other rival claims are made to the respondents towards the very same work order and therefore, the respondents are in a quandary as to whom the payment has to be made.

3. In view of the above, the learned counsel for the respondents submitted that after giving credit to whatever amount has already been paid to the petitioner, the balance amount payable will be deposited as directed by this Court. The petitioner can resolve the dispute among the other rival claims and whoever succeeds can withdraw the same.

4. Per contra, the learned counsel for the petitioner submitted that the work order was issued only in favour of the petitioner and therefore, the petitioner alone is entitled to receive the amount from the respondents. Hence, any claims made by other sub-contractors under the same work order are unsustainable

5. It is clear from the above that there is no dispute with regard to the amount that is due and payable under the work order and that the only dispute is as to whom this amount has to be paid. This issue need not be referred to the Arbitral Tribunal and it can be resolved by this Court.

6. In view of the above, the petitioner shall file an affidavit before this Court by undertaking that, if the amount is settled by the respondents in favour of the petitioner, any further claims made against the respondents will be ratified and settled by the petitioner and that the respondents will not be put to any further liability. On such affidavit being filed by the petitioner, this Court will pass final orders in this petition. In the meantime, the learned counsel for the respondents shall also take instructions.



7. Post this petition on 17.02.2026.”

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3. Pursuant to the above order, the petitioner has filed an affidavit and the relevant portion is extracted hereunder:

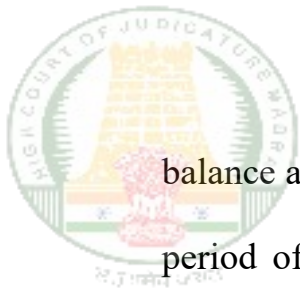
“3. I further submit that upon unloading the goods, I duly submitted the freight bills along with the original PODs at the office of the 2nd respondent. After verification of the said bills, the 2nd respondent sanctioned the freight charges payable to me in terms of the work order. However, in April 2025, the 2nd respondent raised allegations that certain truckloads were subject to overlapping bills and accused me in this regard and consequently withheld an amount of Rs.20,37,600/-. Subsequently, on 13.08.2025, the respondent released an amount of Rs.2,57,777/-. Therefore, a balance amount of Rs.17,79,823/- remains withheld by the respondents.

4. I submit that I have entered into a work order only with the respondent. As per the usual practice, I submitted the claim bill along with the original Proof of Delivery (POD), which was duly verified, and the bill amount was settled accordingly.

In the event that any third party raises a claim for any bill amount that has not been paid to them by me, I hereby undertake to settle the claimant's bill (hire charges) amount, without prejudice to the terms and conditions of the respondent's work order.

Further, if any third party submits a claim directly to the respondent, the respondent shall forward such claim to me. Upon receipt of the same, I shall verify the relevant PODs, vouchers, and bills, and thereafter settle the claim accordingly and discharge the liability of respondents.”

4. In the light of the above undertaking given by the petitioner, the interest of the respondents is now safeguarded and it is made clear that whatever



balance amount remains due and payable to the petitioner, shall be paid within a period of three weeks from today. If any other claims are made against the respondents, it is the petitioner who has to step in and clear the dues and the respondents will not be made to suffer any liability in this regard.

This petition is disposed of in the above terms.

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Index: Yes/No

Neutral Citation: Yes/No



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