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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-04-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb O.P(COM.DIV.) No. 748 of 2025

S. Manoj Kumar

..Petitioner(s)

Vs

1. Anuraga Paladi

2. Davis Romeo

..Respondent(s)

PRAYER: Arbitration Original Petition (Commercial Division) is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 Read With Section 2i(c)(XV) of the Commercial Courts Act, 2015, pleased to appoint a Sole Arbitrator as per Clause 20 of the Partnership Agreement dated 09.10.2021 entered between the petitioner and the Respondents to resolve the dispute between the petitioner and the Respondents.

For Petitioner(s): Mr.L.Mouli

For Respondent(s): Mr.K.P.Pramodh Kumar



ORDER

The petitioner and the respondent executed partnership deed dated 09.10.2021 in relation to hospitality business under the name and style of "HIDE AWAY AT ARANGY". Upon disputes arising between the parties, notice dated 22.01.2025 was issued. By reply dated 28.02.2025, the respondents informed the petitioner that such dispute should be referred for arbitration. Subsequently, by communication dated 29.03.2025, the petitioner stated that he is consenting to the appointment of an arbitrator as per the arbitration clause. This petition was filed thereafter.

2. Learned counsel for the petitioner submits that the dispute relates to accounts and that a Chartered Accountant may be appointed as the arbitrator. Learned counsel for the respondents concurs with the said submission.

3. The arbitration clause provides as under:

“20. Subject to the provision contained in the last preceding clause, if at any time any dispute, doubt or question shall arise between the said partners or their respective legal representatives, either on the construction of these presents or respecting the accounts, transactions, profits or loss of the business or otherwise in relation to the partnership, then any such dispute, doubt or question shall be referred to a panel of arbitrators appointed by each of the partners or their legal representatives, or by the umpire to be appointed in the



manner provided by law and all proceedings before such arbitrators or the umpire shall be governed by the provisions contained in the Arbitration Act, 1940, or any statutory modification thereof.”

4. Although there is some ambiguity as to whether reference should be to a panel of arbitrators or to an umpire, both parties consent that a sole arbitrator be appointed.

5. Accordingly, Mr.R.Balachandran, Chartered Accountant, Flat 3B, 3rd Floor, Bajaj Apartments, 4, Nandanam Extn., 1st Main Road, Nandanam, Chennai – 35, Mobile No.9884350000 is appointed as the arbitrator. Learned arbitrator is requested to enter upon reference and adjudicate the dispute. The fees and expenses of arbitration shall be fixed 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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