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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-01-2026

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 686 of 2025

1. Sanjeev Kapoor

2. KSK Foods Private Limited

Thorough its Authorized Signatory Mr.Sanjeev Kapoor
Having its registered address at C 18, Dalia Estate
Off Andheri Link Road, Andheri West, Mumbai - 400 049
Maharashtra
Email : sk@sanjeevkapoor.com

3. K.S.Narayanan

Petitioner(s)

Vs

1.Pro V Foods Private Limited

Through its Director Mr.Durga Prasad Jhawar
Having its registered office at :
Unit 515, 5th Floor, C Wing, 1 MTR Cabin
Atrium Village Mulagaon, MV Road,
Andheri(E), Mumbai - 400 069, Maharashtra
Email : dpiliawar@provfoods.com
Also at :
Post Office Passport Seva Kendra
2nd, 86, Vardha Muthiappan ST, 2nd Beach Road
Parrys, Chennai - 600 001, Tamil Nadu

2.Durga Prasad Jhawar

Respondent(s)

PRAYER

To appoint a sole arbitrator to adjudicate the dispute between the Petitioners and the Respondents in terms of Clause 11.3 of the Agreement dated 08.11.2022.

For Petitioner(s): Mr.R.Pushkar

For Respondent(s): Mr.S.Vedhavel



ORDER

This petition has been filed under Section 11(6)(b) of the Arbitration and Conciliation Act, 1996 (for brevity 'the Act') for appointment of a sole Arbitrator to adjudicate upon the differences/disputes between the petitioners and the respondents in terms of Clause 11.3 of the Agreement dated 08.11.2022.

2. When this petition came up for hearing on 11.11.2025, this Court passed the following order:

“This petition has been filed under Section 11 (6) (b) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] to appoint a sole arbitrator to adjudicate the dispute between the Petitioners and the Respondents in terms of Clause 11.3 of the Agreement dated 08.11.2022.

2. The agreement provides for referring the dispute for Arbitration under clause 11.3 and the same is extracted hereunder:- .

“The arbitral tribunal shall comprise of a sole arbitrator, who shall be appointed with mutual consent of the Parties, In the event the arbitral tribunal is not constituted in the manner aforesaid within a period of 30 (thirty) days from the date of the Dispute Notice, it shall be constituted in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at Chennai, however the either of the Parties have the right to request for the venue of the arbitration meetings to be in Mumbai instead of Chennai.”

3. The trigger notice under Section 21 of the Act was issued on 13.06.2025 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 09.12.2025. Private notice is also permitted.

5. Post this case for hearing on 09.12.2025.”



3. After service of notice, the respondents are represented through counsel.

4. Heard both sides and carefully perused the materials available on record.

5. Learned counsel for the respondents raised certain objections on the invocation of the arbitration clause.

6. In the considered view of this Court, there is a valid agreement between the parties in line with Section 7 of the Act and it contains an arbitration clause. All the other issues raised on the side of the respondents can as well be raised before the sole arbitrator to be appointed by this Court. If that liberty is granted, the respondents cannot have any grievance in the appointment of an Arbitrator.

7. It is seen from records that both parties belong to Mumbai and it will be more convenient for the parties to conduct the arbitration at Mumbai. When a suggestion was made by this Court to the learned counsel on either side as to whether Mumbai can be the venue of arbitration, it was agreed and a request was made to appoint an arbitrator at Mumbai.

8. In view of the above, ***Hon'ble Thiru. Justice Sanjay Vijaykumar Gangapurwala, Former Chief Justice, Madras High Court, residing at Durga***



Mata Mandeera Samor, H.No.2-2-278, Govardhangiri, Khara Kuwa, Aurangabad-431 001 (Mobile Nos.95451 11995; 99608 12300), is appointed as

sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render an arbitral award by holding sittings at Mumbai 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.

Accordingly, this petition is disposed of.

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Index:Yes/No

Neutral Citation:Yes/No



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N. ANAND VENKATESH, J.

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