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Arbitration Original Petition (Com.Div) No.750 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.02.2026

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div) No.750 of 2025

Vivriti Capital Limited
(formerly Vivriti Capital Private Limited)
Prestige Zackria Metropolitan,
No.200/1-8, 2nd Floor, Block 1,
Anna Salai, Chennai – 600 002.
represented by its Authorised Signatory
Mr.Noyal James

.... Petitioner

Vs.

Saurabh Pradhan

.... Respondent

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to adjudicate upon the dispute arisen between the petitioner and the respondent.

For Petitioner : Ms.Abitha Banu

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] for appointment of an Arbitrator to decide the dispute and differences between the petitioner and the respondent in terms of the Master General Terms Agreement dated 07.02.2024.



2. When the matter came up for hearing on 26.11.2025, 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 Master General Terms Agreement dated 07.02.2024.

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

“13. GOVERNING LAW, ARBITRATION AND JURISDICTION

This Guarantee is governed by and will be construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts and tribunals of Chennai, India.

The Guarantor irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of these courts and tribunals, and irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts or tribunals in Chennai and any claim that any such proceedings have been brought in an inconvenient forum.

The submission to the exclusive jurisdiction of the courts Chennai, India is for the benefit of the Lender only and will not (and will not be construed so as to) limit the right of the Lender to take proceedings in any other court of competent jurisdiction, nor shall the taking of proceedings by the Lender in any one or more jurisdictions preclude the taking of proceedings by the Lender in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Law.

In the event of a dispute arising between the Parties hereto with respect to this Guarantee and/or the Facility(ies), either Party shall be free to refer the dispute to a sole arbitrator mutually appointed by both the Parties and the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. Alternatively, the Parties can refer to an arbitral institution



which renders services in the nature of appointment of arbitrators and/or conduct of arbitration proceedings. The Parties hereto agree to the appointment of a sole arbitrator by such an arbitral institution and shall be governed by the arbitration proceedings as per the provisions of the Arbitration and Conciliation Act, 1996 and the rules of such arbitral institution.

The seat and venue of arbitration proceedings as per this Clause 13 shall be Chennai and be conducted in the English language. The arbitration award shall be final, conclusive and binding on the Parties, including the costs of arbitration proceedings and attorneys' costs.”

3.The trigger notice under Section 21 of the Act was issued on 31.01.2025 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 06.01.2026. Private notice is also permitted.

Post this petition for hearing on 06.01.2026.”

3. Thereafter, the matter was listed on 20.01.2026 and this Court passed the following order:

“Notice sent to the respondent has been returned with an endorsement “addressee absent”. In view of the same, learned counsel for the petitioner shall effect service through paper publication. The paper publication shall be made in any of the widely circulated newspaper in Mumbai and the same shall be effected on or before 30.01.2026 and notice shall be returnable by 09.02.2026.

2. Post the case on 09.02.2026.”

4. Paper publication was effected on 23.01.2026 and affidavit of service has also been filed. The name of the respondent has also been



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N.ANAND VENKATESH, J
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printed in the cause list. However, there is no representation on the side of respondent either in person or through a pleader. This Court finds that the parties are governed by a Master General Terms Agreement dated 07.02.2024, which provides for referring the disputes to the Arbitrator in Clause 13 of the agreement.

5. In view of the above, this Court appoints Hon'ble Dr.Justice R.N.Manjula, Former Judge, High Court of Madras, Vedhamayur, 32, Kamaraj Nagar, 2nd West Street, Thiruvannamipur, Chennai – 600 041 [Mobile No.99407 90290] as the sole Arbitrator and the Hon'ble 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 Hon'ble 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.

16.02.2026

Index:yes/no, Speaking Order/Non-speaking order

NCC:yes/no

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