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Arbitration Original Petition (Com.Div) No.811 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.02.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div) No.811 of 2025

M/s.Bharat Sanchar Nigam Ltd. (BSNL),
represented by its Deputy General Manager
(Enterprise Business)
Chennai Telephones,
No.99, J.N.Road (100 feet road),
K.K.Nagar Telephone Exchange Building,
K.K.Nagar, Chennai – 600 078.
Now functioning at
O/o.BSNL Tamil Nadu Circle,
Admn Building Tower-2,
16, Greams Road, Chennai – 600 006.

.... Petitioner

Vs.

1.M/s.Bhash Software Labs,
represented by its Partners,
267-A, Toshniwal Building,
K.G.Road, Kilpauk,
Chennai – 600 010.

2.R.Bhuvana Kotteswaran

3.V.Rajaram

.... Respondents

Arbitration Original Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint an arbitrator to adjudicate the disputes between the petitioner and respondents as per Clause 11 of the Agreement for provision of SMS based PUSH Services to Cellular mobile subscribers of BSNL dated 01.06.2018.



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For Petitioner : Mr.R.Harishankar

For Respondents : Mr.S.Suresh

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 respondents in terms of the Agreement dated 01.06.2018.

2. When this petition came up for hearing on 02.01.2026, 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 a sole arbitrator to adjudicate the disputes between the petitioner and the respondent as per clause 11 of the Agreement for provision of SMS based PUSH services to Cellular Mobile Subscribers of BSNL dated 01.06.2018 and to direct the respondents to pay the costs.

2.The agreement provides for referring the dispute for Arbitration under clause 11 and the same is extracted hereunder:-

Clause 11: Dispute Settlement

11.1 In the event of any question, dispute or difference arising under this agreement or in connection there with (except as to the agreement) the same shall be referred to the sole arbitration of the CMD, BSNL, New Delhi or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or the said officer is unable or unwilling to act as such,



then to the sole arbitration of some other person appointed by CMD, BSNL or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

11.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996, and the rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

11.3 The venue of the arbitration proceeding shall be the office of the CMD/BSNL, New Delhi or such other places as the arbitrator may decide.

3. The trigger notice under Section 21 of the Act was issued on 14.02.2024 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 respondents returnable by 02.02.2026. Private notice is also permitted.

5. Post this case for hearing on 02.02.2026.”

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



4. Learned counsel appearing on either side submitted that a sole arbitrator was appointed and statement of claim was also filed by the petitioner. Thereafter, the sole arbitrator resigned through a letter dated 11.06.2024. As a result, the present petition has been filed before this Court.

5. Learned counsel for respondents submitted that the respondents had not even entered appearance before the sole arbitrator and by then, the sole arbitrator had resigned and therefore, the respondents leave it to the Court to pass appropriate orders.

6. Even though the present petition has been filed under Section 11 of the Act, the same is dealt with under Section 15 of the Act and this Court is inclined to substitute the arbitrator.

7. In view of the above, this Court substitutes Mr.V.G.Suresh Kumar, Advocate, 104, Law Chambers, High Court Buildings, Chennai – 600 104, E-mail: vrksuresh@gmail.com [Mobile No.98403 87117] in the place of Mr.S.Pattabiraman 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



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'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.

Accordingly, this petition is disposed of.

23.02.2026

Index:yes/no
Speaking Order/Non-speaking order
NCC:yes/no
gm



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N.ANAND VENKATESH, J.

gm

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