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Arb O.P(COM.DIV.) No. 798 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 09-02-2026**

CORAM

**THE HONOURABLE MR JUSTICE N. ANAND VENKATESH**

**Arb O.P(COM.DIV.) No. 798 of 2025**

1. TVS Motor Company Limited.,  
Rep. by its Authorised Signatory,  
D.Karthik, Regd. Off. at Chaitanya,  
No.12, Khader Nawaz Khan road,  
Nungambakkam, Chennai - 600 006  
Also at Jayalakshmi Estates, No.29,  
Haddows Road, Chennai - 600 006.  
Also at P.B. No.4, Haritha,  
Hosur - 635 109.

Petitioner(s)

Vs

Rupsa Motors  
Proprietor. Mr.Chyan Krishna  
Majumdar, Bagula Station, Para,  
Bagula, P.O.Bagula, Nadia,  
West Bengal - 741 502.

Respondent(s)

**PRAYER** Petition filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996, praying to Appoint a Sole Arbitrator to adjudicate the disputes between the Petitioner and the Respondent in terms of Clause 27 of the Dealership Agreement dated 01.04.2024.

For Petitioner(s): Mr.Adarsh Subramanian



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## **ORDER**

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for the sake of brevity, hereinafter referred to as 'the Act') for appointment of a Sole Arbitrator to adjudicate the disputes between the Petitioner and the Respondent in terms of Clause 27 of the Dealership Agreement dated 01.04.2024.

2. When the matter came up for admission on 18.12.2025, this Court passed the following order:

This petition has been filed under Section 11 (5) and 11 (6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] to appoint a sole arbitrator under clause 27 of the Authorised main Dealership Agreement dated 01.04.2024 to adjudicate the disputes between the parties.

2. The agreement provides for referring the dispute for Arbitration under clause 26 & 27 and the same is extracted hereunder:-

### **GOVERNING LAW AND JURISDICTION**

26. This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India. Subject to Clause 27 below, wherever judicial intervention is possible, the District Court at Krishnagiri within whose jurisdiction Hosur comes under, shall have exclusive Jurisdiction in respect of all matters relating thereto under any law for the time being in force, including Intervention of courts



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under Arbitration and Conciliation Act, 1996, or any amendment thereof, and each of the Parties hereby consents to the exclusive jurisdiction of such Court and of the appropriate appellate courts therefrom and irrevocably waive, to the fullest extent permitted by law, any objection which it may have now or hereafter to the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an Inconvenient form.

#### CLAUSE 27

##### DISPUTE RESOLUTION

27.1 All disputes, differences, controversies or claims arising out of or relating to this Agreement or other contract/s or document/s or arrangement/s between the Parties hereto in relation to the transactions under or pursuant to this Agreement or matters incidental thereto, either during their subsistence or thereafter, (The Dispute) shall be settled in the following manner.

27.2 A Dispute will be deemed to arise when one Party serves on the other Party a notice stating the nature of the Dispute (a 'Notice of Dispute').

27.3 The Dispute as contained in the Notice of Dispute which could not be settled by the Parties through Conciliation (if preferred) after the period of thirty (30) Days from the service of the Notice of Dispute, shall be finally settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its statutory amendments thereof, and:

- (a) All proceedings of arbitration shall be conducted in English;
- (b) The arbitral tribunal shall comprise of a sole arbitrator selected by the Chairman and Managing Director of the Company or any other person nominated by the Chairman and



Managing Director In this regard (hereinafter referred to as the 'Appointing Authority'); however, the Company may at its sole discretion if requires resolution of the Dispute/s by an arbitral tribunal comprising of three (3) arbitrators, then, one arbitrator to be selected by the Company, the other arbitrator to be selected by the AMD, and the third arbitrator to be selected by the two arbitrators appointed by the Company and the AMD, who shall serve as Presiding Arbitrator of the Arbitral Tribunal;

(c) In no event, the power/authority of Appointing Authority in selecting/appointing arbitrator can be challenged or questioned. The Appointing Authority gets the power and authority on the mutual agreement under this clause to select/appoint arbitrator at its choice and the same can be exercised by the appointing authority in the manner it deems fit. The Appointing Authority need not subject itself to any general or specific procedure in the matter of appointment of arbitrator,

(d) Upon the Arbitral Tribunal entering the Dispute so referred to it, it shall have full, complete and valid jurisdiction as enshrined in the Arbitration and Conciliation Act, 1996 and/or any other modifications/amendments thereof, to adjudicate / resolve the Dispute;

3. The trigger notice under Section 21 of the Act was issued on 21.07.2025 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 respondents returnable by 27.01.2026. Private notice is also permitted.

5. Post this case for hearing on 27.01.2026.



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3.The respondent has been served with notice and the name of the respondent has also printed in the cause list. There is no appearance either in person or through counsel.

4.Heard the learned counsel for the petitioner and carefully perused the materials available on record.

5.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. Therefore, this Court is inclined to appoint a Sole Arbitrator. Accordingly, **Mr.T.Gowthaman, Senior Advocate, Flat-O, Vijayashanthi Apartments, 44/56, Kalakshethra Road, Thiruvanmiyur, Chennai – 600 041** is appointed as sole Arbitrator. The sole Arbitrator is requested to enter upon reference, adjudicate upon arbitrable disputes that have arisen between the parties. The Arbitrator shall hold 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.



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6.This petition is disposed of in the above terms. No Costs.

**09-02-2026**

Index: Yes/No  
Speaking/Non-speaking order  
Internet: Yes  
Neutral Citation: Yes/No  
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To



1. Mr. T. Gowthaman,  
Senior Advocate,  
Flat-O, Vijayashanthi Apartments,  
44/56, Kalakshethra Road,  
Thiruvananthapuram,  
Chennai – 600 041

2. The Director  
Tamil Nadu Mediation and Conciliation  
Centre-cum-Ex-Officio Member  
Madras High Court Arbitration Centre  
Chennai - 104.



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**N.ANAND VENKATESH J.**

SSR

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