



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-02-2026

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 787 of 2025

Ford India Private Limited,
Represented by its authorized
Signatory,
Mr.Manoj Dadnich,
Having its registered office, At S.P.Koil
Post, Chengalpattu, Kacheepuram - 603
204. Tamil Nadu. Also at AIPL
Business Club, 8th Floor, Wing -1, Golf
Course Extension Road, Sector 62,
Gurugram, Haryana - 122 101.

Petitioner(s)

Vs

Shiv IB Motors Private Limited
Having its office at City Sr.No.3550,
Third floor, Near Satya Vijay Patel
Dharmashala, Bhaktinagar Station
Road, Rajkot - 360 002.

Respondent(s)

PRAYER Petition filed under Section 11(5) & (6) of the Arbitration and Conciliation Act, 1996, praying to allow this Petition and appoint a Sole arbitrator to adjudicate the disputes that have arisen between the Petitioner and the Respondent under the Dealer Service Agreement dated 21.10.2021, Retention payment Agreement dated 25.10.2021 and Service Agreement dated 25.10.2021.

For Petitioner(s): Mr.Vinod Kumar



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 the Dealer Service Agreement dated 21.10.2021, Retention Payment Agreement dated 25.10.2021 and Service Agreement dated 25.10.2021.

2. When the matter came up for admission on 12.12.2025, this Court passed the following order:

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] to appoint an arbitrator to adjudicate the disputes that have arise between the petitioner and the respondent in respect of the Dealer Service Agreement 21.10.2021, Retention payment Agreement dated 25.10.2021 and Service Agreement dated 25.10.2021.

2. The agreements provides for referring the dispute for Arbitration under clause 98, 9C and 11 of the Dealer Service Agreement 21.10.2021, Retention payment Agreement dated 25.10.2021 and Service Agreement dated 25.10.2021 respectively and the same are extracted hereunder:-

Dealer Service Agreement

ARTICLE 98: DISPUTE RESOLUTION

98.1 Except for any actions to enforce or to collect credit instruments or forfeiture of the securty deposit maintained by



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Service Dealer with Ford India in pursuance to the terms of this Agreement or any other agreement, parties agree that all dispute between the parties arising out of or in relating to this Agreement will be settled between the parties through friendly consultations and negotiations. For the above, the parties undertake to hold such consultation and negotiation in good faith, and shall ensure that the same is attended by persons with decision making authority regarding the dispute. If no settlement can be reached through friendly consultations and negotiations within 30 (Thirty) days of one party delivering a notice of the dispute to the other party, then such dispute will be finally settled by arbitration in accordance with the provisions of this clause 98.

98.2 The arbitration proceedings will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”). The arbitration shall be conducted by a single arbitrator selected by service dealer from a panel of 3 (Three) persons nominated by Ford India for the purpose of such selection, and should service Dealer fail to select the Sole Arbitrator within 15(Fifteen days) of the panel of names of such nominees being furnished by Ford India for the purpose, the Sole Arbitrator shall be selected by Ford India out of the said panel.

98.3 The arbitration proceedings will be held at Chennai and the language to be used in the arbitral proceedings will be English. Chennai will be the seat of the arbitration. The arbitrators will decide any dispute strictly in accordance with the governing law specified in Clause 97 of this Agreement. Any award made by the arbitration tribunal will be final and binding on each of the parties to the dispute.



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98.4 The parties will co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement. When any dispute is under Arbitration, except for the matters under dispute, the parties will continue to exercise their remaining respective rights and fulfil their remaining respective obligation under this Agreement.

Retention payment Agreement

9. (c) Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, which is not settled on an informal basis as set forth above in this Section 9, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 which rules are deemed to be incorporated by reference in this Section 9. The seat of arbitration shall be Chennai, Tamil Nadu. The Tribunal shall consist of one arbitrator, mutually agreed upon by the parties. If the parties are unable to decide on a single arbitrator within thirty (30) days, the parties will appoint one (1) arbitrator each, which arbitrators will then appoint a third arbitrator. The language of the Arbitration shall be English. The award of the arbitrators is to be final and binding upon the parties and enforceable in any court having jurisdiction. The provisions in this Section 9 does not preclude the parties from applying for any provisional, preliminary or injunctive remedies available for any purpose, including securing the subsequent enforcement of any arbitration award.

Service Agreement

11(c) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, which is not settled on an informal basis as set forth herein, will be referred to and finally resolved finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 which rules are deemed



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to be incorporated by reference in this Section 9. The seat of arbitration shall be Chennai, Tamil Nadu. The Tribunal shall consist of one arbitrator, mutually agreed upon by the parties. If the parties are unable to decide on a single arbitrator within thirty (30) days, the parties will appoint one (1) arbitrator each, which arbitrators will then appoint a third arbitrator. The language of the Arbitration shall be English. The award of the arbitrators is to be final and binding upon the parties and enforceable in any court having jurisdiction. The provisions in this Section 9 does not preclude the parties from applying for any provisional, preliminary or injunctive remedies available for any purpose, including securing the subsequent enforcement of any arbitration award.

3. The trigger notice under Section 21 of the Act was issued on 08.08.2025 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.

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. Karthik Seshadri, Senior Advocate, 15/8, 7th Cross Street, Indira Nagar, Adyar, Chennai – 600 020 (Mobile: 98400 15394)** 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.

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

02-02-2026

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



To

1. Mr. Karthik Seshadri,
Senior Advocate,
15/8, 7th Cross Street,
Indira Nagar, Adyar,
Chennai – 600 020
(Mobile: 98400 15394)

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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