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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 30.10.2026

DELIVERED ON : 04.11.2026

CORAM :

THE HONOURABLE MR. SUSHRUT ARVIND DHARMADHIKARI,
CHIEF JUSTICE

Arb O.P(COM.DIV.) No. 581 of 2026
*CNR:{HCMA011987942026}*

Case QR

KONE Elevator India Private Limited
Rep.by C.V.S.Krishnakumar,
Having Registered office at
Plot No A28, SIPCOT Industrial Park,
Sriperumbudur Taluk,
Kancheepuram District - 602 105,
Tamil Nadu Having Branch Offices at,
1) AKG Tower, Sector 15, Part 2,
Chandan Nagar, Gurgaon,
Haryana-122001.
2) 9th Floor, Prestige Centre Court Block,
Vijaya Forum Mall, No.183, NSK Salai,
Arcot Road, Vadapalani,
Chennai-600026, Tamil Nadu.

Petitioner(s)

Vs

Shree Vardhman Infrahome Pvt Ltd
Rep. by its Authorised Signatory,
301, 3rd floor, Indra Prakash Building,
Barakhamba Road, Barakhamba,
New Delhi-110001,
Also at Shree Vardhman Flora,
Sector 90, Gurgaon, Haryana-122505.

Respondent(s)



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PRAYER: Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint any person as it deems fit as the Sole Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996, as amended, to resolve the disputes and differences arising between the parties under or in connection with the Annual Maintenance Contract dated 01.01.2022 bearing quotation reference No.T0004087773 and Annual Maintenance Contract dated 02.09.2022 bearing ref No.0041933040.

For Petitioner(s): Ms.Mahima Makhija

For Respondent(s): No appearance

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The petitioner filed this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking the appointment of a Sole Arbitrator to resolve the commercial disputes between the parties.

2.1. The facts in a nutshell are that the petitioner is engaged in manufacturing, installing, maintaining and modernizing elevators, escalators and travelators. The respondent engaged the petitioner to maintain six elevators at its residential project, Shree Vardhman Flora, Sector-90, Gurgaon, Haryana. The parties executed an Annual Maintenance Contract dated 27.01.2022 (bearing quotation reference No.T-0004087773) for a total value of Rs.6,32,908.87.



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2.2. Subsequently, the respondent engaged the petitioner for maintenance of an additional 10 elevators at the same site. In this regard, the parties executed a second AMC dated 02.09.2022 (bearing reference No.0041933040) for a total value of Rs.16,92,891.44. Under the contract terms, the respondent was obligated to settle invoices annually/quarterly in advance or within five days of receipt. Delayed payments attract interest at 18% per annum.

2.3. The petitioner rendered services and issued regular monthly invoices. However, the respondent made irregular part-payments until 15.12.2022 and thereafter defaulted entirely. According to the running account maintained by the petitioner, a principal sum of Rs.13,54,808.35 remains unpaid towards service invoices. Additionally, Rs.38,641/- is due on account of un-deposited TDS credit certificates, bringing the aggregate claim to Rs.13,93,449.35.



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2.4. The petitioner issued multiple email reminders. On 26.04.2023, the respondent sent an email alleging non-functionality of an elevator at Tower B5 and indicated an intention to terminate the AMC. The petitioner promptly refuted these allegations, clarifying that the elevator required high-value materials which were awaiting payment, and cautioned against third-party interference with the elevators. Thereafter, the petitioner sent a Demand Notice dated 29.11.2023 and a Legal Notice dated 08.10.2024 calling for payment.

2.5. As the dues remained unpaid, the petitioner issued a Notice of Arbitration under Section 21 of the Act on 18.07.2025, proposing the nomination of a Sole Arbitrator. The notice was sent by speed post and duly delivered to the respondent. The respondent neither replied nor cleared the outstanding dues.

3. Both Annual Maintenance Contracts contain identical dispute resolution clauses under Clause 11 of Appendix 2, which reads as follows:



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*"Applicable Law: In the event of difference or dispute resolution arising out of, under or in connection with this contract/agreement, over the right or obligation of parties hereto, the dispute or difference shall be referred to the Arbitration of a Sole Arbitrator, to be appointed by KONE. The Contract will be governed by the laws of India and the courts of Chennai shall have exclusive jurisdiction over any disputes between the Parties relating to the Contract and the provisions of the Arbitration and Conciliation Act, 1996 (including any amendments thereto) shall be applicable to such Arbitration award shall be final and binding upon the parties."*

4. The contracts explicitly confer exclusive jurisdiction on the Courts at Chennai. Therefore, this Court has territorial jurisdiction under Section 11 of the Act to entertain the present petition.

5. Notice of this petition was served on the respondent. Despite due service, the respondent chose not to enter an appearance through counsel, did not appear in person, and failed to file any counter-affidavit controverting the averments made in the



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petition. The statements and documents filed by the petitioner remain unrebutted.

6. The existence of the underlying Annual Maintenance Contracts and the arbitration clause contained in Clause 11 is established beyond doubt. In terms of the settled law under Section 11 of the Arbitration and Conciliation Act, 1996, the scope of examination by this Court at this stage is strictly confined to verifying the existence of a valid arbitration agreement between the parties. Since the arbitration agreement exists and the petitioner has validly invoked arbitration under Section 21 of the Act, the petitioner is entitled to the appointment of an independent Sole Arbitrator to resolve the commercial disputes.

7. In view of the above facts and legal position, the petition is allowed with the following directions:

(a) Mr.Niranjan Rajagopalan, Advocate, Madras High Court, (Address: III-A, High Court Chambers, Madras High Court, Chennai - 600 104), is appointed as the Sole Arbitrator to enter upon reference and



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adjudicate the disputes arising out of the Annual Maintenance Contracts dated 27.01.2022 and 02.09.2022.

(b) The learned Arbitrator shall file a disclosure statement in terms of Section 12(1) read with the Sixth Schedule of the Arbitration and Conciliation Act, 1996, before entering upon the reference.

(c) The seat and venue of the arbitration proceedings shall be Chennai, in accordance with the contract agreement.

(d) The arbitration shall be conducted under the auspices of the Madras High Court Arbitration Centre and in compliance with the Madras High Court Arbitration Proceedings Rules, 2017. The fees and administrative expenses shall be fixed in accordance with the Madras High Court Arbitration Centre (Administrative Cost and Arbitrators' Fees) Rules, 2017, and shared equally between the parties.



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(e) All contentions, claims, counter-claims, and defenses on merits are left open for determination by the learned Sole Arbitrator.

The petition is accordingly allowed. There shall be no order as to costs.

(SUSHRUT ARVIND DHARMADHIKARI,CJ)
04.11.2026

Index : Yes/No
Neutral Citation : Yes/No
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To

The Assistant Registrar,
Madras High Court Arbitration Centre,
Chennai-600 104.



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THE HON'BLE CHIEF JUSTICE

(sasi)

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