



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.01.2026

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THE HONOURABLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY

A.No.5802 of 2025 in
C.S.(Comm.Div.)No.79 of 2025

M/s.Amar Exports,
S.No.167/1, Kurnool Road,
Budawada, Prakasam,
Andhra Pradesh - 523 226,
Represented by its Partner

... Applicant/Defendant

-VS-

Express Global Logistics Pvt. Ltd.,
3rd Floor, New No.192, Old No.237,
Thambu Chetty Street, Mannady,
Chennai - 600 001,
Through its Authorised Signatory,
Mr.Gokul V. Muthusamy

Previously at Old No.35, Sri Venkatesh Bhavan,
No.71, Chennai-600 001.

Having Registered Address at:
No.17, Western India House, Sir P.M.Road, Fort,
Mumbai – 400 001.

... Respondent/Plaintiff



Prayer : Application is filed under Order XIV Rule 8 of the Original Side Rules Read With Section 8 of the Arbitration and Conciliation Act, 1996, to refer the suit for Arbitration under Section 8 of the Arbitration and Conciliation Act, 1996.

For Applicant : Mr.C.Franco Louis

For Respondent : Ms. Ashwini Vaidialingam

ORDER

The suit was filed for recovery of a sum of Rs.1,19,67,627/- comprising principal sum of Rs.78,75,541/- and interest of Rs.40,92,086/-.

2. The defendant filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 for reference of the dispute to arbitration in accordance with the FFFAI Standard Trading Conditions.

3. Without prejudice to the contention that the FFFAI Standard Trading Conditions are not incorporated by reference into the suit invoices, the plaintiff has filed memo dated 17.12.2025 consenting to arbitration by a Sole Arbitrator appointed by this Court with the seat and venue at Chennai.

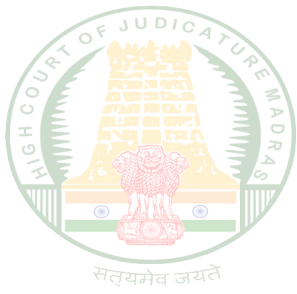


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4. The defendant has also filed a memo dated 08.01.2026 consenting to the appointment of an Arbitrator by this Court and for the venue of arbitration being at Chennai.

5. In view of the express agreement by the parties to resolve disputes through arbitration at Chennai by an Arbitrator appointed by this Court, *Mr.M.K.Kabir, learned senior advocate, (R) APT, C, Sree Illam, AJ 124, First Floor, Off 9th Main Road, Anna Nagar, Chennai-600 040, Mobile Nos.9840044258, 9840186506, is appointed as the Sole Arbitrator to adjudicate the dispute. The fees and expenses shall be fixed by the Sole Arbitrator in consultation with the parties.*

6. The suit is disposed of by referring the dispute to arbitration as mentioned above. The memos of the plaintiff and defendant are scanned and reproduced below:



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IN THE HIGH COURT OF JUDICATURE AT MADRAS
ORDINARY ORIGINAL CIVIL JURISDICTION
C.S. (COMM. DIV.) NO. 79 OF 2025

Express Global Logistics Pvt. Ltd.

...Plaintiff

- Versus -

M/s. Amar Exports

...Defendant

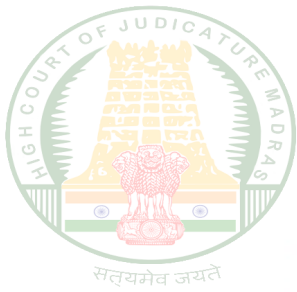
MEMO ON BEHALF OF THE PLAINTIFF

1. In the present suit, the Defendant has filed A. No. 5802 of the 2025 under Section 8 of the Arbitration and Conciliation Act, 1996 seeking reference of the dispute between the parties to arbitration. The Defendant has relied on Clause 4 of the suit invoices, which state as follows: "All business is undertaken by the Company only in accordance with FFFAI Standard Trading Conditions, latest edition. A copy of which is available upon request." Clause 7 of the FFFAI Standard Trading Conditions in turn provides as follows:

7. Arbitration:

Any dispute between the Forwarder and the customer arising in connection with the performance of the contract shall be settled in accordance with the provision of the Indian Arbitration Act at the principal place of business of the Forwarder, each party appointing an arbitrator and the two arbitrators, in the event of disagreement appointing an umpire whose decision shall be final and binding upon both parties provided the arbitrators to be appointed under this clause shall be appointed only from the panel of arbitrators duly approved by FFFAI.

2. It is respectfully submitted that neither FFFAI Standard Trading Conditions nor Clause 7 thereof have been incorporated by reference into the suit invoices in accordance with Section 7(5) of the Arbitration and Conciliation Act, 1996. It is therefore respectfully submitted that there is no valid arbitration clause in terms of Section 8 of the Arbitration and Conciliation Act, 1996.
3. However, before this Hon'ble Court, the Defendant has expressed willingness to have the disputes between the parties referred to arbitration. In the



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circumstances, on instructions, it is submitted that the Plaintiff is willing to consent to the appointment of a Sole Arbitrator by this Hon'ble Court, with the seat and venue of the arbitration proceedings as Chennai.

Dated at Chennai on this the 17th day of December, 2025


Counsel for the Plaintiff

**IN THE HIGH COURT OF JUDICATURE AT MADRAS
ORDINARY ORIGINAL CIVIL JURISDICTION
C.S. (Comm. Div.) No. 79 of 2025**

M/s. Express Global Logistics Pvt. Ltd
3rd Floor, New No.192/ Old No. 237,
Thambu Chetty Street, Mannady,
Chennai – 600 001
Through its Authorised Signatory,
Mr. Gokul V. Muthusamy

Having Registered Address at :
No.17, Western India House,
Sir P.M. Road, Fort, Mumbai – 400 001

..... Plaintiff

Vs.

M/s. Amar Exports,
S.No.167/1 Kurnool Road,
Budawada, Prakasam,
Andhra Pradesh – 523 226.

..... Defendant

MEMO

The Defendant has “no objection” for the Arbitrator being appointed by this Hon'ble Court and also for the venue of Arbitration being at Chennai, in the interest of justice.

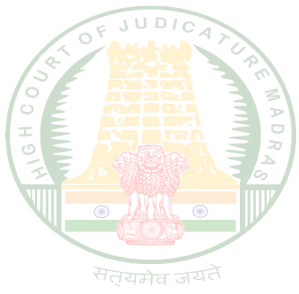
PLACE: 08.01.26

DATE: Chennai



DEFENDANT


COUNSEL FOR DEFENDANT



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7. Since the dispute is being referred for arbitration upon the Court finding that it may be feasible to resolve the dispute through one of the modes of settlement prescribed under Section 89 of the Code of Civil Procedure, 1908, the plaintiff shall be entitled to a refund of the court fee in terms of Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act. The Registry is directed to, consequently, refund the court fee to the plaintiff.

21.01.2026

kj

Copy To

Mr.M.K.Kabir, Senior Advocate,

(R) APT, C, Sree Illam, AJ 124,

First Floor, Off 9th Main Road,

Anna Nagar, Chennai-600 040.

Mobile Nos.9840044258, 9840186506.



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SENTHILKUMAR RAMAMOORTHY,J.

KJ

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