IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

THURSDAY,THE FOURTEENTH DAY OF AUGUST TWO THOUSAND AND TWENTY FIVE

PRESENT

THE HONOURABLE THE CHIEF JUSTICE APARESH KUMAR SINGH

ARBITRATION APPLICATION NO: 116 OF 2025

Between:

Yalamanchili Visweswara Prasad, S/o Yalamanchili Umamaheswara Rao, A/a 66 Years, Occ. Business R/o A-38, Lake Community, Emaar Boulder Hills, Gachibowli, Hyderabad, Telangana 500 032 Mobile. 98490 08326 **...APPLICANT**

AND

Praveen Kumar Kopalle, S/o Narasimha Rao Kopalle, A/a 59 Years, Occ. Consultant and Domain Expert (Marketing), R/o H.No. 12-2-39/4, Opp. Gowtham School, Mehdipatnam, Hyderabad, Telangana 500 028 Mobile. 88844 99124 Also, H. No. 3, Dana Road, Hanover, NH, USA 03755. **...RESPONDENT**

Arbitration Application Under Section 11 (6) of the Arbitration and Conciliation Act, 1996 paying that for the reasons state in the accompanying affidavit Hon'ble Court may be pleased to appoint a sole Arbitrator as per the list maintained by the Hon'ble High Court of Telangana at Hyderabad, or as suggested by the Applicant at the time of Hearing.

Counsel for the Applicant : SRI MADANU NARESH

Counsel for the Respondent: SRI B. ANIL

The Court made the following ORDER:

THE HON'BLE THE CHIEF JUSTICE SRI APARESH KUMAR SINGH

ARBITRATION APPLICATION No.116 of 2025

ORDER:

Heard Mr. M. Naresh, learned counsel for the applicant and Mr. B. Anil, learned counsel for the respondent.

2. By order dated 01.08.2025, this Court proposed to appoint a learned retired Judge Sri S.M. Rafee as an independent arbitrator to adjudicate the dispute between the parties. The order dated 01.08.2025 is extracted hereunder for easy reference:

> "Mr. Madanu Naresh, learned counsel for the applicant.
>
> Mr. B.Anil, learned counsel for the respondent.
>
> A Consultant Agreement was arrived at between the applicant and the respondent on 21.11.2018, which provided for a Dispute Resolution and Arbitration Clause 14, which reads as under:
>
> > "14. **Dispute Resolution and Arbitration Clause.** Except as may be repugnant to law, both parties agree that any dispute arising out of this agreement shall be first attempted to be resolved in a mutually acceptable manner by providing a cure period of 15 days to address the concerns of the respective parties. If the dispute is not resolved by mutual conciliation, the dispute would be then referred for arbitration under Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Hyderabad (Telangana), India.
> >
> > Both parties agree and accept that the arbitral award in India can be binding in other countries, particularly in USA and the State of New Hampshire (USA) in accordance with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

Both the parties agree to cooperate with the party seeking enforcement of the arbitral award in India or USA, in support of any petition for recognition and enforcement of the Arbitral Award."

In respect of the disputes which arose between the parties, they also arrived at a Consolidated Statement of Account Billing and Payment Receipt under the Consultant Agreement quantifying the billing and payment receipts to the tune of Rs.25 crores. However, dispute relating to rectification of alleged material breaches under the Consultant Agreement and compliance of certain clauses like Expertise and Work Deliverables, Confidentiality and Propriety Rights led to invocation of the arbitration clause No.14 by the applicant *vide* notice dated 15.02.2025 at Page 356. The respondent replied through letter dated 07.03.2025 and indicated that it would cooperate to amicably resolve the pending disputes to the extent of the alleged rectifiable breaches of the Consultant Agreement. The respondent also informed that it acknowledges the incurred/paid/ expended amount of Rs.25 crores under the Consultant Agreement towards development of Marketing Operational Support System (MOSS) as on 19.01.2023 without prejudice to his rights and ascertain denial of any writings by him. He denied to be liable for the alleged amount of Rs.25 crores along with liquidated damages and non-liquidated damages, legal expenses and interest as claimed by the applicant. Respondent also, without prejudice to either party, agreed to the legal notice demand in respect of compliance of Clauses 4, 7 and 12. It also agreed to the legal notice demand relating to invocation of the arbitration clause without prejudice to either parties. However, it appears that the parties could not be able to arrive at a consensus on the name of the Arbitrator. Therefore, applicant invoked the jurisdiction of this Court under Section 11(6) of the Arbitration and Conciliation Act, 1996.

When the matter has been taken up today, a counter affidavit has been filed by the respondent as well.

Learned counsel for the respondent submits that it is agreeable to the appointment of a learned Retired Judge Sri S.M.Rafee who is also a nominated Arbitrator in respect of other pending disputes between the parties.

Learned counsel for the applicant also filed a Memo dated 17.07.2025 containing the consent in appointment of mutually acceptable Arbitrator as above.

Learned counsel for the parties, therefore, submit that the proposed Arbitrator may be appointed to adjudicate the dispute between the parties.

In view of the aforesaid facts and circumstances and the consensus arrived at between the parties on the proposed Arbitrator, I hereby propose to appoint the learned Retired Judge Sri S.M.Rafee (presently residing at Flat No.103, D.S.R.Reganti Mind Space, Madhapur, Hyderabad, Telangana-500081, Mobile No.91 9866096076) as an independent Arbitrator to adjudicate the dispute between the parties. The proposed Arbitrator is requested to submit a declaration in terms of his consent and a declaration in terms of Section 12(1) read with Schedule VI of the Arbitration and Conciliation Act, 1996.

Registry is directed to communicate this order to the proposed Arbitrator.

The matter be listed after two weeks with the response, if any, of the proposed Arbitrator."

3. The proposed arbitrator has submitted his consent along with a declaration under Section 12(1) read with Schedule VI of the Arbitration and Conciliation Act, 1996 by letter dated 11.08.2025.

4. Learned counsel for the parties therefore submit that appointment of the proposed arbitrator may be confirmed.

5. In that view of the matter, I hereby appoint Sri S.M.Rafee, a retired Judge (presently residing at Flat No.103, D.S.R.Reganti Mind Space, Madhapur, Hyderabad, Telangana-500081, Mobile No.91 9866096076) to act as an independent arbitrator in respect of the dispute between the parties.

6. Registry is directed to serve a Xerox copy of the entire pleadings to the learned arbitrator. The learned arbitrator is requested to keep in mind the fee prescribed in Schedule IV of the Act and the time limit prescribed under Section 29A of the Act.

7. The arbitration application is accordingly disposed of.

Miscellaneous applications pending, if any, shall stand closed.

SD/- B.SATYAVATHI
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To

1. Sri S.M. Rafee, District and Sessions Judge (Retd.), R/o. Flat No. 103, D.S.R. Reganti Mind Space, Madhapur, Hyderabad, Telangana – 500081 , Mobile No. 91 9866096076 (By Special Messenger) (along with a copy of affidavit and material papers)
2. The S.O. O.S. Section, High Court for the State of Telangana at Hyderabad.

3. One CC to SRI. MADANU NARESH, Advocate [OPUC]
4. One CC to SRI. B. ANIL, Advocate [OPUC]
5. Two CD Copies

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HIGH COURT

DATED:14/08/2025



ORDER

ARBITRATION APPLICATION No.116 of 2025

DISPOSING OF THE ARBITRATION APPLICATION

23/8/25