



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01-07-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb O.P(COM.DIV.) No. 264 of 2026

M/s.Cholamandalam Investment and Finance

Company Limited

Chola Crest, C 54 and 55, Super B-4, Thiru Vi Ka

Industrial Estate,

Guindy, Chennai - 600 032.

Represented by its Authority Signatory.

..Petitioner(s)

Vs

1. Rinkesh Khanna
S/o.Jagdish Chandra Khanna,
Ward No.21, Ambikapur road, Nadi Par,
Manendragarh, Dist-Koriya, Petrol Pump,
Chhattisgarh -497442.
2. Rashmi Khanna
Ward No. 21, Near Surbhi Park, Ambikapur
Road, Nadi Par,Manendragarh, Dist Koriya,
Petrol Pump,Chhattisgarh - 497442

..Respondent(s)

PRAYER : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate the dispute arising under Loan Agreement No.XVFPMRH0002302912 Dated 27.02.2018 and Supplemental Agreement No. XVFPMRH00003482423 Dated 26.02.2020 between the petitioner and the respondents as per the Loan Agreement No.XVFPMRH00002302912 Dated 27.02.2018 and Supplemental Agreement No.XVFPMRH00003482423 Dated 26.02.2020.

For Petitioner(s): Mr.Pradeep Kumar

For Respondent(s): Mr.M.Rajavelu,



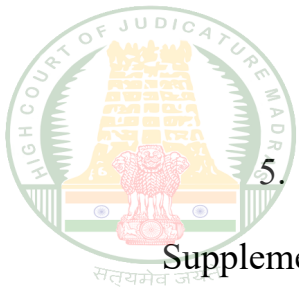
ORDER

WEB COPY This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate the differences and resolve the disputes between the petitioner and the respondents in accordance with the terms of the Loan Agreement dated 27.02.2018 and Supplemental Agreement dated 26.02.2020.

2. Heard Mr.Pradeep Kumar, learned counsel for the petitioner.

3. When the matter was taken up for hearing today, Mr.M.Rajavelu, learned counsel appearing for the respondent submits that the only objections that had been raised by the respondents is that the various other proceedings have been initiated by the applicant have also been made at Bilaspur and in that regard the arbitrator if any is appointed could only be appointed to have venue at Bilaspur.

4. The objections raised by the learned counsel for the respondent stands rejected as the arbitration clause specifically provides for the venue of the arbitrator to be at Chennai.



5. From a reading of the Loan Agreement dated 27.02.2018 and Supplemental Agreement dated 26.02.2020 entered to between the petitioner and the respondents, it could be seen that the parties have agreed to resolve the disputes by appointing an Arbitrator. A notice under Section 21 of the Arbitration and Conciliation Act, 1996 was issued by the petitioner on 02.03.2022.

6. In view of the Loan Agreement and considering the nature of claim, this Court deems it appropriate to appoint an Arbitrator. Accordingly, Accordingly, Mr.K.K.Muralitharan, Advocate, (Mobile No.9884043499, 7550043499 & 044-4358 0365) residing at No.B, 5th Floor, No.257/125, Canara Bank Buildings, Angappa Naicken Street, Chennai-600 001, is appointed as Sole Arbitrator to enter upon the reference and resolve the disputes between the petitioner and the respondent. The respondents are at liberty to appear through video conferencing in the arbitration proceedings.

7. The learned Sole Arbitrator is entitled to fix her fees as per the Schedule-IV of the Act. This Court further requests the learned Sole Arbitrator to endeavour to decide the dispute as expeditiously as possible.



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Arb O.P(COM.DIV.) No. 264 of 2



K.KUMARESH BABU, J.

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8. Accordingly, this Arbitration Original Petition is ordered. No costs.

01-07-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

MPA

Arb O.P(COM.DIV.) No. 264 of 2026