



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. 314 of 2026

Kotak Mahindra Bank Ltd.,
Having its Registered Office at
27 BKC, C27, G Block,
Bandra Kurla Complex,
Bandra, Mumbai - 400 051.
and a Branch Office at
402 L, Samson Tower,
Pantheon Road,
Egmore, Chennai - 600 008.
Represented by its Authorised Signatory
Mr.B.Abhijeet Pujari.

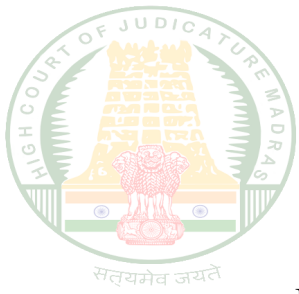
..Petitioner(s)

Vs

1. Sri Ram Colours
No.3, 328, Vinyagar Kovil Street,
Erode, Pincode - 641 605.
2. Selvaraj
28 2, Simmapuri Layout,
Arumathampalayam,
Palladam, Narana Puram,
Trippur, Coimbatore - 641 664.
3. Duraisamy D
6 28, Nallurpalayam, Ganapathya,
Erode, Pincode - 641 6050

..Respondent(s)

PRAYER : Petition filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the Overdraft Agreement dated 24.02.2023 bearing Contract No.CSG154158320.



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For Petitioner(s): Mr.Ra. Sivadhara Adiyaman

For Respondent(s): Mr.K.Ramakrishnan,

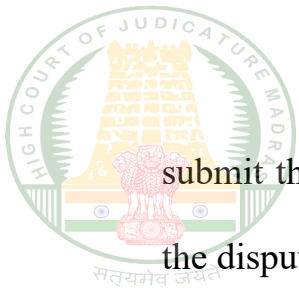
ORDER

This Arbitration Original Petition has been filed under Section 11(6)(a) 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 Overdraft Agreement dated 24.02.2023.

2. Heard Mr.Ra.Sivadhara Adiyaman, learned counsel for the petitioner.

3. From a reading of the Overdraft Agreement dated 24.02.2023 entered to between the petitioner and the respondent, 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 13.03.2025.

4. However, when the matter was taken up for hearing today, Mr.K.Ramakrishnan, learned counsel appearing for the respondents would



submit that he has no objection for appointment of an Arbitrator to enter upon the dispute that had arisen between the parties.

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5. The learned counsel for the respondents submitted that an arbitrator had already been appointed and an interim order was passed, which was challenged with liberty granted by the court. In response, the learned counsel appearing for the applicant submitted that since the unilaterally appointed arbitrator had recused himself, the present application had been filed.

6. In view of the Overdraft Agreement and considering the nature of claim, this Court deems it appropriate to appoint an Arbitrator. Accordingly, **Mr.S.Malayappan**, Advocate, (Mobile No.9841845430) residing at 36, Law Chambers, High Court Buildings, Chennai-600 104, is appointed as Sole Arbitrator to enter upon the reference and resolve the disputes between the petitioner and the respondents.

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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K.KUMARESH BABU, J.

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

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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

MPA

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