



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-08-2026

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

CRP No. 4104 of 2024

1.M/s. Pan India International Trade
Rep by its Sole Proprietor,
Mr. Vinayagamurthy, S/o. Arumugam,
Having Office at No.65, Anandan
Street, Periakalpet,
Puducherry-605 014

2. V Malathi
W/o. Vinayagamurthy

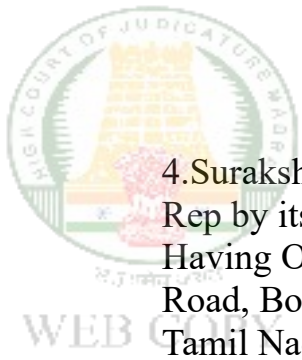
Petitioner(s)

Vs

1. M/s.Cholamandalam Investment And Finance Co Ltd
Rep by its Chairman and Managing Director,
Mr.Vellayan subbaiah,
Dare House 1st Floor, 2, NSC Bose Road,
Chennai-600 001

2.M/s.Cholamandam Ms General Insurance Co. Ltd.,
Rep by its Chairman and Managing Director
M.M. Murugappan,
Dare House 2nd Floor, 2 NSC Bose Road,
Chennai-600 001

3.Jailaxmi Autorworks And Agencies(P) Ltd.,
Rep by its Director
Appachigounder Subramani,
264/1, Gengavaram-Gingee Main Road,
Kalanagar, Govindhaswamy Nagar,
Ayyampalayam,
Villupuram,
Tamil Nadu-605 602



4.Suraksha Transport Pvt. Ltd.,
Rep by its Manager Mr.Muralidharan,
Having Office at 113/2, Seerapalayam
Road, Bodipalayam, P.O. Coimbatore,
Tamil Nadu-641 105

5.Vellayan Subiah
Chairman and Managing Director
M/s Cholamandalam Investment and
Finance Co., Ltd., Dare house 1st Floor,
2n NSC Bose Road, Chennai-600 001

6.M.M.Murugappan
Chairman and Managing Director
M/s.Cholamandalam Inv MS General
Insurance Co Ltd, Dare House 2nd
Floor, 2, NSC Bose Road, Chennai 001

Respondent(s)

PRAYER Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the impugned order dated 25-06-2024 in I.A.No.7/2024 in C.O.S.No.40/2023 passed by Commercial court, Chennai and to consequently restore the COS 40 of 2023.

For Petitioner(s): Ms.T.Kiran Rani

For Respondent(s): Mr.K.B.Vivekanandhan for R1

Mr.J.Michael Visuvasam
for R2 and R6

Mr.S.Kalyanaraman for R3

R4 & R5 - NRN

ORDER

This Civil Revision Petition has been filed under Article 227 of the Constitution of India against the fair and decreetal order dated 25.06.2024 in



I.A.No.7/2024 in C.O.S.No.40/2023 on the file of the Commercial Court, Chennai, wherein the application filed by the 1st respondent/1st defendant under Section 8 of the Arbitration and Conciliation Act, 1996, came to be allowed by the Court below and the petitioners/plaintiffs were directed to pursue with remedies before the Arbitral Tribunal.

2.Heard the learned counsel for the petitioner and the learned counsel appearing on behalf of respondents 1, 2, 3 and 6 and carefully perused the materials available on record and this Court also carefully went through the order passed by the Court below.

3.The petitioners, who are the plaintiffs in the suit, filed a suit seeking for the relief of directing the 3rd defendant to pay a sum of Rs.15 Lakhs towards damages, directing the 2nd defendant to pay a sum of Rs.5 Lakhs under the Insurance Policy, directing the 2nd defendant to pay a sum of Rs.5 Lakhs for the loss caused to the plaintiffs, directing the 1st defendant to pay a sum of Rs.5 Lakhs for imposing penal charges and causing mental agony and for a further direction to defendants 1 to 3 to pay a sum of Rs.10 Lakhs as compensation.

4.During the pendency of this suit, the 1st respondent/1st defendant filed I.A.No.7 of 2024 under Section 8 of the Arbitration and Conciliation Act, 1996 for referring the parties to agitate their dispute before the Arbitral Tribunal. The



Commercial Court at Egmore, by an order dated 25.06.2024, allowed the application and directed the parties to pursue their remedies before the Arbitral Tribunal. Aggrieved by the same, the present Civil Revision Petition has been filed before this Court.

5. In the case in hand, admittedly, the plaintiffs had entered in to an agreement with the 1st defendant and that agreement contains an arbitration clause. Apart from that, the policy that was taken by the plaintiffs from the 2nd defendant, which is also in the nature of an agreement, contains an arbitration clause. In view of the relief that has been sought for by the plaintiffs as against defendants 1 and 2 are concerned, it is contended that the plaintiffs can only workout their remedy before the Arbitral Tribunal and not before the Court below.

6. Insofar as the relief sought for by the plaintiffs against defendants 1 to 3, the source of the disputes is the loan agreement that was entered into between by the plaintiffs with the 1st defendant and the subsequent default in repayment of the amount, which resulted in the seizure of the vehicle, which was given for repair before the 3rd defendant after an accident.



7. Insofar as the 1st defendant is concerned, the 1st defendant has already invoked the arbitration clause and a sole Arbitrator was appointed and an Award has also been passed on 27.03.2022 against the plaintiffs. It is contended that since an Award has already been passed, the invocation of the arbitration agreement once again does not arise.

8. The arbitration agreement between the parties binds both sides. In the present suit, the plaintiffs have expressed a grievance by raising a dispute and this dispute has to be resolved by the plaintiffs only by making a claim before the Arbitral Tribunal.

9. Even insofar as the 2nd defendant Insurance Company is concerned, the policy specifically contains an arbitration clause and the nature of reliefs sought for by the plaintiffs in the suit as against the 2nd defendant also cannot be agitated before the Court below and it can only be agitated before the Arbitral Tribunal.

10. At the best, the plaintiffs will only be able to proceed with the suit insofar as the 3rd defendant is concerned, The role of the 3rd respondent is that of the person from whom the vehicle was seized, allegedly by the 1st defendant, when the vehicle was given for repairs.



11. It is under these circumstances, the Court below directed the plaintiffs to workout their remedy before the Arbitral Tribunal. If the plaintiffs can workout the remedy as against the 1st and 2nd defendants only before the Arbitral Tribunal, virtually nothing will be left in the suit except the so-called claim made by the plaintiffs as against the 3rd defendant. In view of the same, it is left open to the plaintiffs to raise the dispute before the Arbitral Tribunal as against the 1st and 2nd defendants. To that extent, the order passed by the Court below is sustained. Insofar as the 3rd defendant is concerned, if so advised, the petitioner can proceed with the suit only with regard to the claim made against the 3rd defendant. To that extent, the order passed by the Court below is modified.

12. In the result, this Civil Revision Petition is disposed of in the above terms. No Costs.

19-08-2026

Index: Yes/No
Speaking/Non-speaking order
Internet: Yes
Neutral Citation: Yes/No
ssr



To

The Commercial court, Chennai

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N.ANAND VENKATESH J.

SSR

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