

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.11.2018

CORAM

THE HONOURABLE MR. JUSTICE S.VAIDYANATHAN

O.P. No. 688 of 2018

B.Kumar

...

Petitioner

Vs.

1.M/s.Shriram City Union Finance Ltd.

No.123, Angappa Naicken Street

Chennai - 600 001

Rep by Manager Legal and its Authorised representative

D. Senthil Kumaran

2.Karunakaran.J

3.Nanthini.K

4.Rajesh.N

...

Respondents

Petition : This original petition has been filed by the petitioner to set aside the award dated 25.10.2017 passed by the sole arbitrator in the arbitration proceedings bearing case no. ACP No. (SCUF/EF) No. R.K.159 of 2014 in the matter of dispute between the petitioner and the respondents and consequently reject the claim of the first respondent as against the petitioner and pay the cost of the proceedings.

For Petitioner : Mr. D. Irusappan

For Respondent No.1 : Mr. K.V. Anantha Krishnan

ORDER

The learned counsel for the petitioner would submit that the petitioner has not signed any documents and that the petitioner has no notice about the arbitration proceedings and that the petitioner had never stood as guarantor for the loan availed by the respondent Nos. 2 to 4. The learned counsel further submits that since the petitioner has not signed any agreement, the arbitration award itself is to be declared as null and void.

2.Mr.K.V. Anantha Krishnan, learned counsel for the first respondent has produced the arbitration agreement, in Exhibit A2, which shows that the petitioner has signed all the pages of the arbitration loan agreement and the photograph, which was affixed on the loan agreement was shown to the learned counsel for the petitioner, who, upon glance, has clarified that the photo affixed on the arbitration loan agreement is none other than the petitioner and the signatures of both the petitioner in the original petition and the borrower in the loan agreement are identical. The contention of the petitioner, that the petitioner had never signed in the loan agreement, is not acceptable and the arbitrator has sent a notice and the same stood returned stating that he has left the place. Subsequently, paper publication was effected and thereafter, the arbitrator recorded that in view of the paper publication, the notice on the petitioner is deemed to have been served and

the proceedings have been conducted by the arbitrator in accordance with law and when there was a paper publication, which was effected duly deemed to have been, no other conclusion than the one that the petitioner is aware of the proceedings can be arrived at. That apart, since the petitioner has agreed to pay the amount taken by respondent Nos. 2 to 4, it can be easily construed that he stood as guarantor. The arbitrator has rightly held that respondent Nos.2 to 4 and the petitioner are jointly and severally liable to pay the amount of the loan availed by the respondent Nos. 2 to 4 together with interest as agreed in terms of the agreement. Since it is a finding of fact duly arrived at by the Arbitrator and the scope of Section 34 of the Arbitration and Conciliation Act is very narrow and limited, I find no substance to interfere with the same. In the result, the original petition is dismissed.

20.11.2018

maya

Index : Yes / No

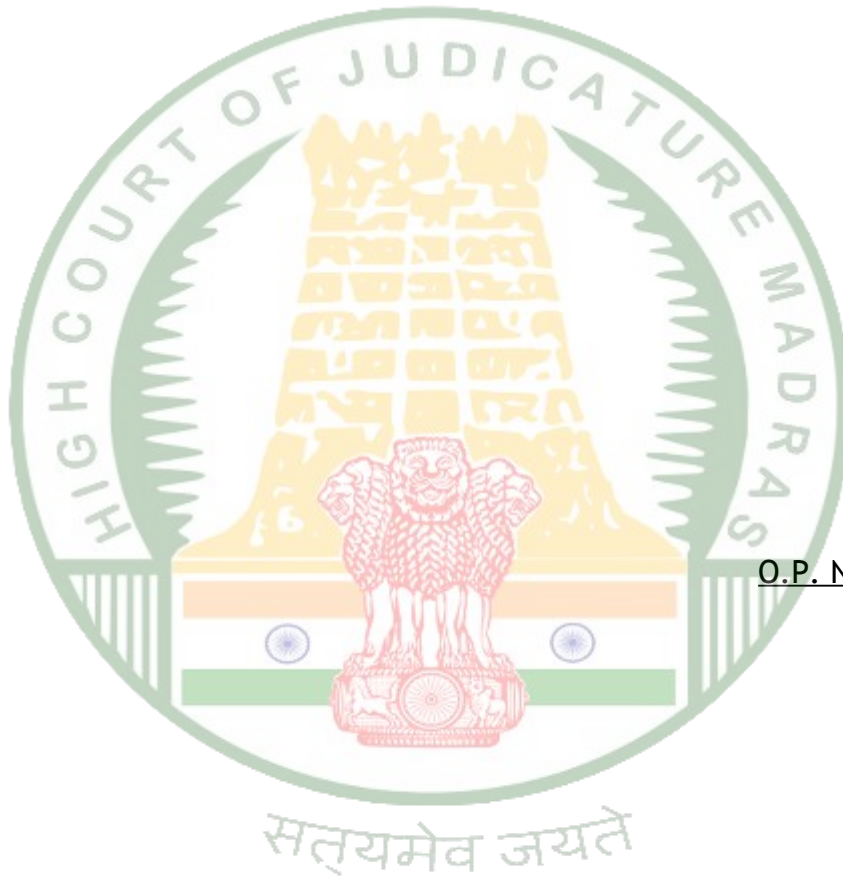
Internet : Yes/ No

Speaking /Non-speaking order

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S.VAIDYANATHAN, J.

may



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