

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.03.2021

C O R A M

THE HONOURABLE Ms. JUSTICE P.T. ASHA

O.P.No.131 of 2021

M/s.DAIMLER FINANCIAL SERVICES INDIA PVT LTD.,
rep.by its authorised signatory
Mr.Rakesh Dawny Kokkattu
1st Floor, Unit-1, Block B,
Tek Meadows Campus,
No.51m Rajiv Gandhi Salai,
Sholinganallur,
Chennai – 600 119. ...Petitioner

-V-

1.M/s.Salabham Travels
rep.by its Managing Partner,
Mr.Maneesh,
2/382, Kunnumpurath Building,
Thiruvankulam,
Ernakulam – 682 305.

2.Maneesh Sasidharan,
Salabham Kanayannur,
Kureekad,
Ernakulam -682 305,
Kerala.

...Respondents

Prayer: Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 praying to appoint a sole arbitrator to adjudicate upon the differences and disputes between the parties under the said Agreement bearing Contract No.20142213 dated 26.02.2019.

For Petitioner : Mr.M. Arunachalam

For Respondents : Mr.P.A.Abilash
for Mr.Livinston

ORDER

The above matter has been filed for appointing an Arbitrator since the disputes have arisen between the parties in respect of the Loan Agreement dated 31.08.2018 in Contract No.20139867.

2.The respondents, who had borrowed a loan from the petitioner Company for purchasing a Commercial vehicle and promising to repay the loan amount together with interest in 60 monthly equated monthly installments, have failed to pay even a single installment to

the petitioner. The Loan Agreement contains an arbitration Clause and the petitioner herein had demanded repayment of loan amount which was refused. The petitioner had originally appointed an Arbitrator under a reference letter dated 24.10.2019. After issuance of notice to the parties, the respondent had filed a preliminary objection under Section 13 of the Arbitration and Conciliation Act following which the Arbitrator has recused himself from the proceedings. Therefore, the petitioner has come forward with the present application.

3. Though the respondents had not filed their counter Mr. Abilash appearing on behalf of Mr. Livinston would submit that the signatures are forged and a criminal complaint is pending between the parties. However, when this Court posed with a question as to how the vehicles had been purchased the learned counsel fairly conceded that it was only through the loan from the petitioner company.

4.Considering the fact that the Loan Agreement has been admitted, and in the light of there being the disputes between the parties, an Arbitrator has to be appointed in terms of the arbitration clause and accordingly, I appoint Mr.John Zachariah, Advocate, as the Arbitrator to adjudicate upon the differences and disputes between the parties.

5.In the light of the above circumstances, this Court is passing the following orders:

i)Mr.John Zachariah, Advocate, residing at Fox Mandal & Associates, FM House, No.302, Anna Salai, Teynampet, Chennai – 600 006, Mobile No.9940156939, is appointed as an Arbitrator.

ii) The arbitrator may, after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of entering

reference. It is open to the respondents to raise all legal objections as to the validity of contract.

iii) The arbitrator is at liberty to fix the remuneration and other incidental expenses as per law.

iv) The proceedings may be conducted at the Nani Palkhivala Arbitration Centre, New D.No.22, Karpagambal Nagar, Mylapore, Chennai 600004. The Centre has been recognised as an Institution by orders of the Hon'ble Chief Justice dated 19.09.2005.

The Original Petition is ordered leaving the parties to bear their own costs.

23.03.2021

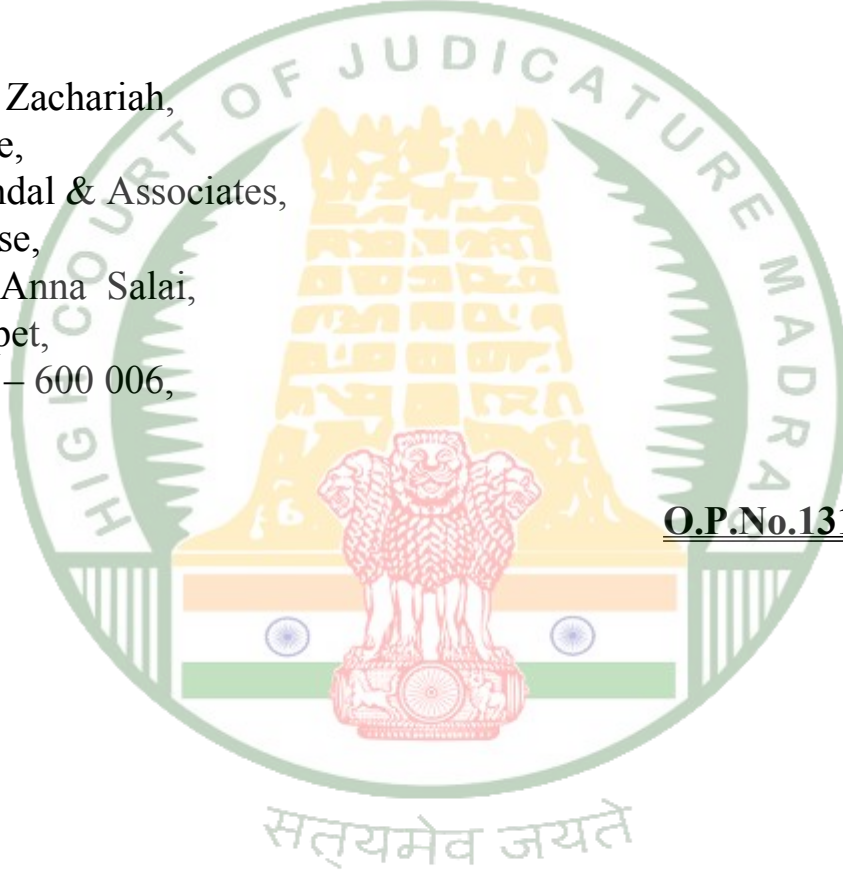
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Index : Yes/No
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P.T. ASHA. J,

mps

To

Mr.John Zachariah,
Advocate,
Fox Mandal & Associates,
FM House,
No.302, Anna Salai,
Teynampet,
Chennai – 600 006,



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