

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 04.10.2021

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

Arb.O.P.(Com.Div).No.140 of 2021
and A.Nos.902 & 6 of 2021

M/s.Samunnati Financial Intermediation &
Services Pvt Ltd.,
Rep.by its Head of Stressed Accounts
Mr.Sankaranarayana Sarma,
Having Office at, Baid Hi-Tech Park, 8th Floor,
129-B, ECR, Thiruvannamiyur, Chennai – 600 041.

..Petitioner

Vs

- 1.M/s.Kandhaian Feeds,
No.142, Salem Road,
Namakkal – 637 001.
- 2.Jagannathan,
New No.2/81, Old No.2/62,
KUDI Street, Chelliamman Temple,
Eranapuram, Namakkal – 637 003.
- 3.Vijaya,
New No.2/81, Old No.2/62,
KUDI Street, Chelliamman Temple,
Eranapuram, Namakkal – 637 003.
- 4.Kandhaian Integra Pvt Ltd.,
No.756/142A, Salem Main Road,
Namakkal – 637 001.

..Respondents

PRAYER : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to (a) appoint an arbitrator to adjudicate the

dispute between the petitioner and the respondent in terms of the arbitration agreement dated 30.12.2016, (b) direct the respondent to pay costs and (c) grant such further reliefs as this Court may deem fit under the circumstances of the case.

For Petitioner : Mr.Nithyaesh Natraj
for M/s.Nithyesh & Vaibhav

For Respondents : Mr.T.L.Thirumalaisamy
for R1 and R2
No appearance for R3 and R4

ORDER

This Original Petition has been filed to appoint a Sole Arbitrator to adjudicate on the disputes between the petitioner and the respondents as per the provisions of the Arbitration and Conciliation Act, 1996.

2. As the dispute arose in the loan transaction between the parties, this petition has been filed for appointment of a Sole Arbitrator. The parties are governed by the Agreement and the Clause which provides for reference to the Arbitrator reads as under:-

"Governing Law and Jurisdiction:

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Republic of India. Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or

termination, shall be settled by final and binding arbitration by a sole arbitrator nominated by the Lender in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Chennai and the language to be used in the proceedings in English. The Courts of Chennai shall have jurisdiction over the questions of validity, enforceability and interpretation of this Agreement."

3. Heard Mr.T.L.Thirumalaisamy, learned counsel appearing for respondents 1 and 2.

4. Considering the fact that there is an arbitration clause in the agreement, this Court is inclined to appoint Mr.S.R.Raghunathan, Advocate as an Arbitrator, to arbitrate the disputes between the parties.

5. Accordingly, this Arbitration Original Petition is ordered as follows:

i) That Mr.S.R.Raghunathan, Advocate residing at New No.18, Old No.9, Sadasivam Street, Gopalapuram, Chennai – 600 086, Mobile No: 9841094444 is appointed as a Sole Arbitrator to enter upon reference and adjudicate the matter;

ii] The learned sole Arbitrator appointed herein, shall 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 receipt of this order;

iii] The learned sole Arbitrator appointed herein shall be paid fees and other incidental charges, fixed by him and the same shall be borne by the parties equally.

However, the parties shall bear their own costs. Consequently, applications filed seeking interim directions are closed giving liberty to the petitioner to approach the learned Arbitrator for interim relief provided under the Act. No costs.

04.10.2021

ssm

To:

Mr.S.R.Raghunathan, Advocate
New No.18, Old No.9,
Sadasivam Street,
Gopalapuram, Chennai – 600 086,
Mobile No: 9841094444

N. SATHISH KUMAR, J.

ssm



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