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Arb.O.P.(Comm.Div.) No.517 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.11.2022

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb.O.P.(Comm.Div.) No.517 of 2022

M/s.Shriram City Union Finance Limited,
Registered Office at
123, Angappa Naicken Street, Chennai - 600 001.
And one of its branch office at
No13, 3rd Floor Meenakshi Towers,
Opposite Ramakrishnan School Ground
G.N.Shetty Road, Rajamannar Street,
T.Nagar, Chennai - 600 017
Land Mark - (Ramakrishna School Ground)
Represented by its Senior Manager
Mr.Mathew Arun

... Petitioner

VS.

1.M/s.Vadim Infrastructure Pvt Ltd
Rep. by its Director Mr.Rajamanickam
Rathinam
No.18 & 19, T V Nagar, Near DLF IT Park,
Mount Poonamallee Road,
Mugalivakkam, Chennai 600 116.

Also At:
New No.36, Old No.56, 1st Floor,
Kalaimagal Nagar, 2nd Main Road,
Ekkattuthangal, Chennai - 600 032.



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2.Rajamanickam Rathinam

3.Selvamanickam

... Respondents

PRAYER: Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleased to appoint / substitute a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said agreement dated 08.03.2017 in respect of contract bearing No. RSTNGTF1703070006.

For Petitioner : Mr.M.Arunachalam

For Respondents : Ms.R.Sruthi

ORDER

The petitioner prays for the constitution of an arbitral tribunal to resolve the dispute between the petitioner and the respondents. The petitioner states that the respondents availed of credit facilities from the petitioner pursuant to loan agreement dated 08.03.2017. By citing clause 18 thereof, it is stated that the agreement provides for the resolution of disputes



by arbitration. The petitioner draws reference to a communication dated 24.12.2019, which was copied to the respondents, and states that this is a notice under Section 21 of the Arbitration and Conciliation Act, 1996. After an arbitral tribunal was constituted, it is stated that the respondents herein raised objections to the unilateral constitution of the tribunal. In such circumstances, the arbitrator recused. The present petition is filed in these facts and circumstances.

2. Ms.R.Sruthi, learned counsel, enters appearance on behalf of the respondents. She submits, on instructions, that the respondents have no objection to the constitution of an arbitral tribunal by this Court.

3. Clause 18 of the loan agreement clearly provides for the resolution of disputes through arbitration. The said loan agreement has been signed by the petitioner and each of the respondents. Schedule - I thereto specifies that the arbitration would take place at Chennai and that parties agree to the jurisdiction of courts at Chennai. Therefore, the petitioner is entitled to succeed.



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4. Accordingly, Arb.O.P.(Comm.Div.) No.517 of 2022 is allowed by appointing Mr.Suhrith Parthasarathy, Advocate, No.1, Jagathambal Colony, 2nd Street, Royapettah, Chennai 600 014, Mobile No.8939717592, as the sole arbitrator. The sole arbitrator is called upon to enter upon reference and adjudicate the dispute. The fees and expenses in relation to the arbitral proceedings may be fixed by the arbitral tribunal in consultation with the parties.

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Index : Yes / No

Internet : Yes / No

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