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Arb.O.P(Com.Div). No.445 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.10.2023

CORAM :

THE HONOURABLE MR.JUSTICE C.SARAVANAN

Arb.O.P(Com.Div).No.445 of 2023

M/s.John Deere Financial India Private Limited,
Having its registered office at
Tower XIV, Cybercity,
Magarapatta City, Hadapsar, Pune – 411 013.
And its Area office at GKS O.No.3, N.No.20,
Pycrofts Garden Road,
Next to State Bank of India,
Training Center, Chennai – 600 006.
Rep by its Authorised Signatory,
Mr.Joseph Antony.

... Petitioner

Vs.

1.M/s. SRC Farms Private Limited,
Rep by its Director Mrs.Indranilsen,
Villa Amna, Po-Pawan, Ps-Polba,
Hoogly, West Bengal – 713 205.

2.Indranilsen

3.Chetan R Patel

4.Uma Shankar Rathi

5.Ashok Chandra

... Respondents



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Prayer: Original Petition is filed under Section 14(1)(2) and 15 r/w Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator in terms of the Arbitration and Conciliation Act, 1996 to resolve the issue, claim and difference between the parties as per Clause 17.13 of Loan agreement dated 18.07.2019.

For Petitioner : Mr.V.Balasubramani

For Respondents : No Appearance

ORDER

The petitioner has filed this petition under Section 14(1) (2) and Section 15 read with Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint an arbitrator in terms of the Arbitration and Conciliation Act, 1996, to resolve the issue, claim and difference between the parties as per clause 17.13 of Loan Agreement dated 18.07.2019.

2. The petitioner has raised a dispute with the respondents under a Loan Agreement dated 18.07.2019. The Loan Agreement contemplates an arbitration clause for resolution of dispute in clause 17.13, which reads as under:-

"17.13. Arbitration

17.13.1 Any dispute or difference in connection with the interpretation, performance, termination of this Agreement and/or the other Facility Documents, or otherwise in connection with this



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Agreement/Facility shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 to a sole arbitrator to be appointed by the Lender.

17.13.2 The arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be at Pune or at such other location in India as the Lender may determine.

17.13.3 The arbitral award shall be final and binding on the Parties, and enforceable in accordance with its terms. The arbitrator shall state reasons for his/her findings in writing. The Parties agree to be bound thereby and to act accordingly."

3. The petitioner had appointed Mr.K.Mohan, Advocate as an arbitrator to resolve the dispute between the petitioner and the respondents. However, the learned Advocate has expressed his inability to act as an Arbitrator and has rescued himself by a communication dated 13.02.2023.

4. Under these circumstances, by filing this petition, the petitioner has approached this Court for appointment of an Arbitrator.

5. Since there is no representation despite service of notice and considering the fact that dispute between the petitioner and the respondents are arbitrable, Court is inclined to appoint Mr.Venkatavaradan, as the Arbitrator to adjudicate the claim of the petitioner in accordance with the provisions of the Arbitration and Conciliation Act, 1996.



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6. The learned Advocate/Arbitrator shall endeavour to pass an Award in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and substantive law within the period stipulated in Section 29A of the Arbitration and Conciliation Act, 1996.

7. This Arbitration Original Petition stands disposed of. No costs.

13.10.2023

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C.SARAVANAN, J.

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