



WEB COPY

Arb.O.P.(Com. Div.) Nos.383 and 403 of 2023



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.09.2023

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) Nos.383 and 403 of 2023

M/s.Mercedes - Benz Financial Services India Pvt. Ltd.,
(Formerly known as M/s.Daimler Financial Services
India Private Limited)

5th Floor, Plot No.8, Baashyam Willow Square,
9 & 10, First Street, Thiru Vi Ka Industrial Estate,
Guindy, Chennai - 600 032, Tamil Nadu, India.

Represented by its Authorised Signatory,
Sadam Hussain S.

... Petitioner
In both petitions

Vs.

1. Cement Carriers
Rep. by its Proprietor,
Pankaj Vrajala Babaria,
F.No.5, AB Nirmal Ganga Apts,
110, Farmland Ramdaspeth Shankar,
Nagpur,
Maharashtra - 440 001.

2. Chintan Pankaj Babaria,
F.No.5, AB Nirmal Ganga Apts,
110, Farmland Ramdaspeth Shankar,
Nagpur,
Maharashtra - 440 001.

... Respondents
In both petitions



COMMON PRAYER: Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 to appoint / substitute a sole arbitrator to adjudicate upon the differences and disputes between the parties under the said agreements dated 30.06.2018 in respect of the Contract Nos. 20139181, 20139182, 20139183, 20139184 and 20139185 and 27.07.2018 in respect of Contract Nos.20139431, 20139432, 20139433, 20139434 and 20139435.

For Petitioner
In both petitions : Ms.Narmadha
for Mr.M.Arunachalam

For Respondents
In both petitions : Mr.K.Newlin Frederick

COMMON ORDER

These petitions have been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an arbitrator by this Court.

2. The respondents had availed financial facilities from the petitioner under Contract Nos. 20139181, 20139182, 20139183, 20139184 and 20139185 dated 30.06.2018 and Contract Nos.20139431, 20139432, 20139433, 20139434 and 20139435 dated 27.07.2018 respectively. There



arose disputes out of the same.

WEB COPY

3. Earlier, the petitioner had invoked arbitration in accordance with the arbitration clause contained in the loan contracts by unilaterally appointing an arbitrator. The same was opposed by the respondents. Since it is not legally permissible to unilaterally appoint an arbitrator, the petitioner has come forward with these petitions under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an arbitrator to adjudicate the dispute between the parties arising out of the loan contracts dated 30.06.2018 and 27.07.2018 respectively.

4. The learned counsel for the respondents has no objection for this Court to appoint an arbitrator to adjudicate the dispute arising out of the loan contracts dated 30.06.2018 and 27.07.2018 respectively.

5. After recording the consent given by the learned counsel for the respondents, these petitions are allowed as prayed for by issuing the following directions:



WEB COPY

a) Mr.Aditya Reddy, Advocate, having office at No.21 / 11, PS Sivasamy Salai, Mylapore, Chennai - 04 (Mobile No.98848 11101) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondents arising out of the Contract Nos. 20139181, 20139182, 20139183, 20139184 and 20139185 dated 30.06.2018 and Contract Nos.20139431, 20139432, 20139433, 20139434 and 20139435 dated 27.07.2018 respectively;

(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996;

(c) Both the parties shall equally share the arbitrator's fees;

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

26.09.2023

Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
ab



WEB COPY



Arb.O.P.(Com. Div.) Nos.383 and 403 of 2023

ABDUL QUDDHOSE. J.,

ab

Arb.O.P.(Com. Div.) Nos.383 and 403 of 2023

26.09.2023