



Arb.OP(Com.Div.)No.322 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 28.10.2024

Coram:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Arb.OP(Com.Div.) No.322 of 2024

M/s.Mercedes-Benz Financial Service India Pvt Ltd
Formerly known as
M/s.Daimler Financial Services India Pvt. Ltd.,
Rep. By its Executive Legal Sadam Hussian
Having its Registered office at
5 Floor, Plot No.8, Baashyam Willow Square,
9&10, First Street, Thiru Vika Industrial Estate,
Guindy, Chennai 600 032

.. Petitioner

/versus/

1.M/s.BMR Commercial Private Limited
Rep. By its Director,
Vinod Kumar Agarwal
141, B.T.Road, Kolkata,
West Bengal, 700 108
2.Vinod Kumar Agarwal
156/96/1A, B.T.Road, 33, Baranagar, Kolkata,
West Bengal, 700 108

... Respondents

Prayer: Original Petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking to appoint a sole arbitrator to adjudicate the disputes arose between the petitioner and the respondents.

For Petitioner : Mr.Abdul Wafiq
for M/s.Pass Asso.



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Arb.OP(Com.Div.)No.322 of 2024

For Respondents : No appearance

ORDER

This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking to appoint a sole arbitrator to adjudicate the disputes arose between the petitioner and the respondents.

2. The petitioner states that the respondents approached the petitioner for availing finance for purchase of various vehicles, pursuant to which loan agreements were entered into between them. Thereafter, the respondents were irregular in payment of instalments. Therefore, the vehicles were repossessed by the petitioner. Thereafter, in arbitration proceedings, interim order was passed to sell the repossessed vehicles and auction was conducted. The sale proceeds were adjusted to the claim amount and there was a short fall of Rs.61,38,270/-. Though notice was sent to repay the said amount, the respondents did not reply for the same. The relevant clause in the agreement dated 14.02.2017 is set out below:-

“ ... in the event that dispute arises between the parties to the loan agreement such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996...”



3. It is seen that notice was served on the respondents on 20.08.2024.

However, neither the respondents engaged any counsel to appear on behalf of them before this Court nor the respondents appeared before this Court in person today.

4. On perusal of relevant clause in the agreement dated 14.02.2017, it is evident that the disputes are required to be resolved through arbitration. The petitioner has also duly invoked the arbitration clause. In view of the failure of the respondents to respond thereto, the Arbitral Tribunal is required to be constituted in accordance with Section 11 of the Arbitration Act.

5. Therefore, this Court is inclined to appoint an arbitrator. Accordingly, this petition is allowed by appointing M/s.T.Hemalatha, Advocate (E.No.2008/ 2021 having address – Door No.32, Thandavaraya Gramani Street, Tondiarpet, Chennai 600 081(mobile: 99402 94233) as the Sole Arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law. It is open to the Sole Arbitrator to fix her fees and expenses in relation to the arbitral proceedings.

28.10.2024

Neutral citation: Yes/no
Index : Yes/No
Speaking/Non Speaking
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Arb.OP(Com.Div.)No.322 of 2024

G.K.ILANTHIRAIYAN, J.

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Arb.OP(Com.Div.) No.322 of 2024

28.10.2024