



Arb.O.P.No.98 of 2023

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED : 19.01.2024**

**CORAM**

**THE HONOURABLE MR.JUSTICE N.SATHISH KUMAR**

**Arb.O.P.No.98 of 2023**

T.Srihari Kumar Bhagavat

... Petitioner

Vs.

K.Sudarsanam

... Respondent

**Prayer:**

Petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2019 praying to (a) appoint an independent and impartial sole arbitrator to adjudicate the disputes between the Petitioner and the Respondent in terms of the Loan Agreement dated 16.09.2021 and undertaking letter dated 22.10.2022 with regard to the claim set out in Para No.5 above, (b) direct the Respondents to pay the cost of this Petition.

|                |                                                                    |
|----------------|--------------------------------------------------------------------|
| For Petitioner | : M/s.K.Aparna Devi                                                |
| For Respondent | : Mr.R.Parthasarathy<br>Senior Counsel<br>for M/s.Sundararamamohan |
| Mediator       | : Mr.Hariharan                                                     |

**O R D E R**

This petition has been filed under section 11(6) of the Arbitration



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and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2019 to appoint an Arbitrator to hear and decide the disputes between the petitioner and respondent in terms of the Loan Agreement dated 16.09.2021 and undertaking letter dated 22.10.2022.

2.Though there are different agreements, one is loan agreement and one is mortgage, they are separate agreements and it is stated by the parties that in the agreement with regard to money transaction, it is stated that the parties is agreeable for reference to arbitration in the event any dispute arise in the transaction.

3.The primary objection of the learned Senior Counsel for the respondent is that as far as mortgage is concerned, it cannot be arbitrable and it is also stated that in respect of money transaction also the agreement has been forged.

4.The learned counsel for the petitioner also submitted that as far as mortgage is concerned, they are not pressing the issue before the learned Arbitrator.



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5.The fact remains that there is agreement inbetween the parties for referring the dispute for arbitration in respect of the money transaction.

6.In such view of the matter, this Court appoints

**Mr.M.K.Kabir**  
Senior Counsel  
GE Vantage Tower,  
No.34, 5<sup>th</sup> Avenue,  
Besant Nagar, Chennai 600 090.  
**Mobile No.9840044258**

as the Sole Arbitrator to enter upon the reference and adjudicate the matter. The learned Arbitrator 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 a copy of this order. The learned Arbitrator is at liberty to fix the remuneration as per the Schedule and the same shall be borne by the parties equally.

7.It is left open to the parties to raise the issue of arbitration with regard to one of the document dated 27.10.2022. It is made clear that only in respect of the money transaction, the matter is

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referred to arbitration and the issue with regard to mortgage is not arbitrable.

8.The Original Petition is accordingly ordered, leaving the parties to bear their own costs.

19.01.2024

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Index : Yes / No

Speaking Order : Yes / No

NCC : Yes / No

To

Mr.M.K.Kabir  
Senior Counsel  
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**N.SATHISH KUMAR,J.**  
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