



Arb.O.P(Com.Div.)No.2 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.03.2024

CORAM :

THE HONOURABLE MR.JUSTICE C.SARAVANAN

Arb.O.P.(Com.Div.)No.2 of 2024

M/s.Tata Capital Financial Services Limited,
Represented by its Authorised Representative/Power Agent
Mr.Noyal James
Registered office at
11th Floor, Tower A, Peninsular Business Park,
Ganpatrao Kadam Marg,
Lower Parel,
Mumbai – 400 013

Branch Office at
1st Floor, Centennials Square,
6A, Dr.Ambedkar Salai, Kodambakkam,
Chennai – 600 024.

... Petitioner

Vs.

1.Skanda Motors
Prop.T B Chandrashekhar,
No.1034 4th Block,
Rajkumar Road,
Rajaji Nagar, Bangalore,
Karnataka – 560 010.

2.Mr.T.B.Chandrashekhar

3.Mrs.Anitha H B

... Respondents



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Prayer: Original Petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a sole Arbitrator to adjudicate upon the dispute arisen between the petitioner and the respondents.

For Petitioner : M/s.Abitha Banu

For Respondents : No Appearance

ORDER

This petition has been filed by the petitioner for appointing an arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a sole Arbitrator to adjudicate upon the dispute arisen between the petitioner and the respondents.

2. Despite service of notice on the respondents through substituted service of notice and name being printed in the Cause List today, there is no representation on behalf of the respondents.

3. The dispute between the petitioner and the respondents is arbitrable in terms of Loan cum Guarantee Agreement dated 28.12.2020. Relevant Clause in the Loan cum Guarantee Agreement dated 28.12.2020 reads as under:-

“12.Arbitration:



If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration to be held at the place mentioned at Serial No.17 of Annexure 1 hereto, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be in English language. Cost of arbitration shall be borne by the Obligors.”

13.Jurisdiction

Subject to Clause 12 above, the parties hereto agree that all disputes arising out of and/or in relation to this agreement, shall be subject to exclusive jurisdiction of the court/tribunals as set out in Serial No.18 of Annexure 1 hereto. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum and the obligors hereby consents to that jurisdiction.”

4. The petitioner has also issued a notice under Section 21 of the Arbitration and Conciliation Act, 1996 on 18.04.2023. However, there is no response from the respondents.



5. Considering the above, **Mr.K.N.Pandian, Advocate, (En.No.801 of 80) having office at No.476, New Additional Law Chambers, V Floor, High Court, Chennai (Mobile No.9444294525)**, is appointed as an arbitrator to enter upon reference and adjudicate/resolve the *inter se* dispute between the parties.

6. The learned Arbitrator appointed herein, shall after issuing notice to the parties and upon hearing them, endeavour to complete the arbitral proceedings and pass an award strictly in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as expeditiously as possible, preferably within a period of twelve months after the date of completion of pleadings under Sub-Section 4 to Section 23 as is contemplated in Section 29-A of the Arbitration and Conciliation Act, 1996, without getting influenced by any of the observations made by this Court in this order.

7. The learned Arbitrator appointed herein shall be paid fees and other incidental charges as may be fixed with the consent of parties or in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the same shall be borne by the parties equally. In case, the respondents remains *ex parte*, the petitioner shall pay the entire fee and other incidental charges to the



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Arbitrator and later recover the same from the respondents.

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8. This Original Petition is allowed accordingly, leaving the parties to bear their own costs.

9. Since this Court has appointed the Arbitrator, it is open to the petitioner as well as the respondents to seek other reliefs under Section 17 of the Arbitration and Conciliation Act, 1996, before the learned Arbitrator.

12.03.2024
(2/2)

Index : Yes/No
Internet : Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation : Yes/No
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C.SARAVANAN, J.



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