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Arb.O.P.(Comm.Div.) No.468 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 12.12.2024

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THE HONOURABLE MR.JUSTICE P.B.BALAJI

Arb.O.P.(Comm.Div.) No.468 of 2024

M/s. TVS Credit Services Ltd,
Having its registered office at
Chaitanya No.12,
Khader Nawaz Khan Road,
Nungambakkam,
Chennai - 600006.
Corp Office at No 29,
Jayalakshmi Estates, Third Floor,
Haddows' Road, Nungambakkam,
Chennai, Tamil Nadu 600006.
Represented by its Authorised
Signatory/Power of Attorney, Ms. Chithra R

...Petitioner

VS.

1.Om Sai Container Service,
Rep. by its Proprietor Mr.Dharmendra
Kishanlal Prajapati,
H.No.1046, Flat No.103, 1st Floor,
Sara Complex, Padgha Village,
Bhiwandi, Thane District,
Maharashtra – 421 302.

2.Mr.Dhanmendra Kishanlal Prajapati

... Respondents

PRAYER: Arbitration Original Petition filed under Sections 11 (6) of the



Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said agreement dated 30.08.2023 in respect of contract Nos. MH3112SC0178835, MH3112SC0179025, MH3112SC0180184, MH3112SC0180656 & MH3112SC0180757 vide Prospect NO.3112UC0I25790.

For Petitioner : Mrs.M.Nagalakshmi

For Respondents : No Appearance.

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter called as 'the Act') to appoint an Arbitrator in respect of the dispute arising out of the alleged violation of the agreement dated 30.08.2023 in respect of contract Nos. MH3112SC0178835, MH3112SC0179025, MH3112SC0180184, MH3112SC0180656 & MH3112SC0180757 vide Prospect NO.3112UC0I25790.

2. I have heard Mrs.M.Nagalakshmi, learned counsel for the



petitioner.

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3. The learned counsel for the petitioner has filed an affidavit of service before this Court stating that as per the order of this Court, private notice has been sent to the respondents and the same was duly served upon him on 13.11.2024 and despite the same, none appeared on behalf of the respondents. Hence, this Court on 09.12.2024, directed the Registry to print the name of the respondents in the cause list. On 12.12.2024 also, the respondents have not chosen to appear before this Court, Therefore, the respondent is set exparte.

4. The learned counsel for the petitioner would take me through the agreement dated 30.08.2023, Clause 30- *"All disputes, differences and/or claims arising out of this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and or any statutory amendments thereof and shall be referred to the sole arbitration or an arbitrator nominated by the Lender. The award given by such arbitrator shall be final and binding on all parties to this Agreement. In the event of an*



appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, the Lender, on such death of the arbitrator or his inability or unwillingness to act as arbitrator, shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it is left by his predecessor. The venue of arbitration proceedings shall be at Chennai. The Borrower agrees to a fast track arbitration to be disposed within 90 days from the date of reference" and contend that the parties have agreed to refer to the disputes to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. Therefore, I am satisfied with the existence of an Arbitration agreement between the parties. Section 21 notice has also been served on the respondent.

5. The present Original Petition has been filed under Section 11 for appointment of a sole Arbitrator, invoking the above referred Clause 30 in the agreement dated 30.08.2023. In view of the foregoing discussions, I hereby appoint **Mr.Subhang Nair, Advocate, No.8, 8th Street, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004, Mob.No.9597356421**, as the Sole Arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law.



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6. The learned Arbitrator is entitled to fix his fees as per the Schedule-IV to the Act. This Court further requests the learned Arbitrator to endeavor to decide the dispute as expeditiously as possible, however, not later than six (6) months from the date of his entering into reference.

7. Accordingly, this Arbitration Original Petition is allowed.

12.12.2024

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Index : Yes / No

Internet : Yes / No

P.B.BALAJI, J.,

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