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Arb.O.P.(Comm.Div.) No.8 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:28.01.2025

CORAM

THE HONOURABLE MR.JUSTICE P.B.BALAJI

Arb.O.P.(Comm.Div.) No.8 of 2025

M/s Mercedes – Benz Financial Services India Pvt Ltd.,
(formerly known as M/s Daimier 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

... Petitioner

VS.

Wink Cago,
Proprietor Shikha Bhardwaj,
Flat No.E7, 306, 3rd Floor,
Pacific Golf Estate Mauza Marotha,
Sahastradhara Road, Dehradun,
Uttarakhand-248013

... Respondent

PRAYER: Arbitration Original Petition filed under Sections 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint a sole arbitrator to adjudicate over the dispute arising out of Loan cum Hypothecation Agreement dated 17.09.2022 between the Petitioner and the Respondent.



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For Petitioner : Mr.M.Arunachalam

For Respondent : Mr.Dinesh Balachandran

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 Loan cum Hypothecation Agreement bearing Contract No.10151458 dated 17.09.2022 between the petitioner and the respondent.

2. I have heard Mr.M.Arunachalam, learned counsel for the petitioner and Mr.Dinesh Balachandran, learned counsel for the respondent.

3. It is not in dispute that there is a valid arbitration agreement between the parties which is comprised in the Loan cum Hypothecation Agreement bearing Contract No.10151458 dated 17.09.2022. The disputes have arisen consequent to the alleged default committed by the respondent, forcing the petitioner to issue a Loan Recall Notice dated 23.03.2024 and also filing an application under Section 9 of the Arbitration and Conciliation



Act, 1996 in Arb.A.No.654 of 2024 for appointment of Advocate
Commissioner to repossess the hypothecated vehicle.

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4. It is also not in dispute that the Advocate Commissioner appointed by this Court has already executed the Warrant and seized the vehicle and handed over the custody of the same to the applicant. In view of the same, **A.No.654 of 2024 stands closed today (28.01.2025).**

5. Insofar as the Arbitration Proceedings are concerned, there is no dispute with regard to the arbitrability of the dispute and the learned counsel for the respondent also fairly submitted that the parties will have to agitate their rights and contentions only before the sole Arbitrator.

6. Learned counsel for the respondent also submitted that the respondent intends to settle the matter amicably. However, in the event of any bonafide intention on the part of the respondent to settle the claim, it is always open to the respondent to seek conciliation proceedings before the learned Arbitrator.



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7. In view of the above, I hereby appoint **Mr.Keerthikiran Murali, Advocate, No.22, M.G.Ramachandran Road, Kalashetra Colony, Besant Nagar, Chennai-600 090 (Mobile No.9655446098)** as the Sole Arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law.

8. The learned Arbitrator is entitled to fix her 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 her entering into reference.

9. Accordingly, this Arbitration Original Petition is allowed.

28.01.2025

sr
Index : Yes / No
Internet : Yes / No



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P.B.BALAJI,J.,

sr

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