



Arb O.P(COM.DIV.) No. 35 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **01-04-2025**

CORAM

THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

Arb O.P(COM.DIV.) No. 35 of 2025

M/s. Mercedes Benz Financial Services India Pvt Ltd.,
(formerly Known as M/s. Daimler 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

Applicant

Vs

1. Mrah Advertsing LLP
G502, 1/2/608, 609 To 620
Jal Va Yuh Towers, LIC Colony,
Lower Tankbund
Kavadiguda 5000 080.

2. Vuthaluru Anusha,
H No.77, Road No.72,
Prashasan Nagar, Road No.5,
Jubilee Hills,
Hyderabad - 500 033

..Respondents

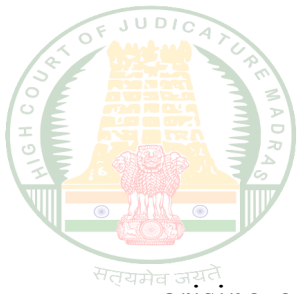
For Applicant: Mr. M.Arunachalam

For Respondent: Ms. D. Divya

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act seeking for appointment of an Arbitrator by this Court.

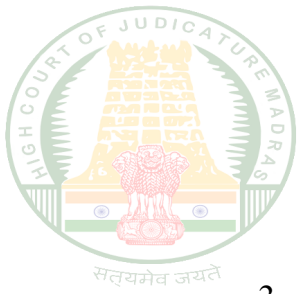
2. There seems to be a dispute between the petitioner and the respondents



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arising out of a loan cum hypothecation agreement dated 21.09.2022. The said agreement contains Arbitration clause and the same is extracted hereunder.

83. Dispute Resolution: All claims and disputes arising under or relating to his Loan Agreement, its interpretation, performance, termination of this Agreement or otherwise in connection with this Agreement ("Dispute") shall be referred to an Arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time, or any re-enactment thereof, to a Sole Arbitrator appointed by Lender. The Arbitration proceedings, any order passed thereto by the Arbitrator including the award, either interim or final, shall be binding on the parties and shall be conducted in English. it is also expressly agreed by the parties that the place of Arbitration shall be exclusively at Chennai, Tamil Nadu or any other State as may be intimated by the lender. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney's fees. The arbitration proceeds shall include a written record of the arbitration hearing.



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3. The petitioner has invoked the arbitration in accordance with the arbitration clause by issuing notice to the respondents on 22.11.2024 in compliance with section 21 of the Arbitration and Conciliation Act, 1996. The said arbitration invocation notice was also been received by the respondents, but no reply was received to the same. Since there is no consensus between the parties with regard to the name of the Arbitrator, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, seeking for appointment of an Arbitrator by this Court.

4. Learned counsel for the respondents on instructions would now submit that there exists an arbitration clause in the loan cum hypothecation agreement dated 21.09.2022 which is the subject matter of dispute between the parties. The respondents have no objection for appointment of an Arbitration by this Court. Since there is no consensus between the parties with regard to the name of the Arbitrator, this Court has to necessarily allow this petition by appointing an Arbitrator under section 11 of the Arbitration and Conciliation Act, 1996.

5. For the foregoing reasons, this Arbitration Original Petition is allowed as prayed for by issuing the following directions :-

a) This Court appoints Mr.V.Suresh, Advocate, having office at No.215, Law Chambers, High Court Buildings, Chennai - 600104.



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ABDUL QUDDHOSE,J.

(Cell No.9840133297) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the aforesaid Loan cum Hypothecation Agreement.

(b) The Arbitrator shall be paid his remuneration/fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996.

(c) Both the parties shall equally share the arbitrator's fees.

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

01.04.2025

vsi

To

1. Mrah Advertsing LLP
G502, 1/2/608, 609 To 620
Jal Va Yuh Towers, LIC Colony,
Lower Tankbund, Kavadiguda 5000 080.
2. Vuthaluru Anusha,
H No.77, Road No.72, Prashasan Nagar, Road No.5,
Jubilee Hills, Hyderabad - 500 033.