



Arb. O.P. (Com. Div.) No.175 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.06.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

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Tata Capital Limited,
(Formerly known as Tata Capital Financial Services Limited),
Represented herein by its:
Authorised Representative / Power Agent,
Mr. Manoj. M, ... Petitioner

vs.

1. M/s. Green Tech Star, Represented by its Sole Proprietor,
Ms. D. Bhavitha,
2nd Floor, C-S1,
8th Main, No. 359, 4th Phase,
7th Block, Guru Raja Layout, BSK 3rd Stage,
Bengaluru, Karnataka 560 085.
Email: sales1@greenstar.com
sales@greenstar.com

2. Mr. Rahul Appasab Kamble,
S/o Appasab Kamble,
No. 359, 4th Phase,
7th Block, Guru Raja Layout,
BSK 3rd Stage, Bengaluru,
Karnataka 560 085
Email: sales@greentechstar.com ... Respondents



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Prayer : Arbitration Original Petition (Commercial Division) has been filed under Section 11(4) of the Arbitration and Conciliation Act, 1996 seeking for the following reliefs :-

- a) Appoint an Arbitrator to adjudicate the disputes between the Petitioner and the Respondent in terms of the Arbitration Agreement i.e., Loan Cum Guarantee Agreement (Channel Finance) dated 10th November 2022 read with Master Terms and Conditions dated 31st December 2018 bearing Reg. No. BBE-3-10160-2018.
- b) Direct the Respondent to pay the costs
and
- c) Grant such further reliefs as this Court may deem fit.

For Petitioner	: Mr.C. Balakrishnan
For Respondent	: Set Ex-parte

ORDER

The respondents have already been set ex-parte by this Court.

2. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an arbitrator by this Court.

3. There seems to be a dispute between the petitioner and the respondents arising out of the Loan cum Guarantee Agreement, dated



28.12.2023. The Loan cum Guarantee Agreement, dated 28.12.2023

contains an arbitration clause and the same is extracted hereunder :-

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 these T&Cs 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 by a sole arbitration to be appointed as per the procedure below and to be held at such place as agreed by the Parties in Serial No. 17 of Annexure I hereto of the Agreement. The Party invoking the arbitration ("Claimant") shall, address a notice to the other party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years relevant experience. The Respondent shall either:

(i) Confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimant within a period of ten (10) days from the date of notice ("Notice Period"); or

(ii) Convey objection, if any, in writing to the Claimant, against the proposed names of the sole arbitrator within the said Notice Period.

However, if the Claimant does not receive any response from the Respondent within the said Notice Period, the Claimant shall be entitled to nominate any one person from amongst the proposed three names as the sole arbitrator and such arbitrator shall be deemed to be appointed by both the Parties. In the



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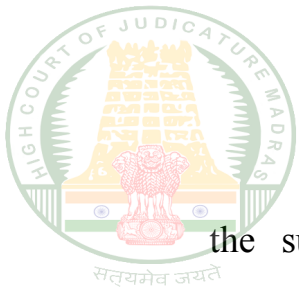


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event, the Respondent conveys its objection as per (b) above then the sole arbitrator will be appointed by a Court having jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Obligor/s.

4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 24.07.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. A reply has also been sent by the respondents on 09.09.2024 refusing to accede to the request made by the petitioner for appointment of an Arbitrator. In view of the same, the petitioner has been constrained to file this petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator by this Court. Despite service of notice on the respondents, the respondents have chosen not to enter appearance in this petition and they have been set ex-parte by this Court through this Court's order, dated 05.06.2025.

5. Since there exists an arbitration clause in the contract, which is



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the subject matter of the dispute between the petitioner and the respondents and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court will have to necessarily appoint an Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 as prayed for in this petition.

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

a) This Court appoints Mrs.Chitra Narayanan, Advocate, who is having office at No.3E, K G Eyes Eternity, Parvathy Street, Kalakshetra Colony, Besant Nagar, Chennai – 600 090 (Mobile No.9094031934) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the Loan cum Guarantee Agreement, dated 28.12.2023.

(b) The Arbitrator shall be paid her 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



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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.

12.06.2025

Index: Yes/ No
Speaking order / Non speaking order
Neutral citation : Yes / No
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