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Arb.O.P.(Com. Div.) Nos.190 & 191 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.08.2025

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) Nos.190 & 191 of 2025

M/s.Shriram Finance Limited,
(Formerly known as M/s.Shriram Transport Finance Company Limited),
Rep. by its Authorized Signatory,
Mr.M.Sakthivel,
New No.70, Old No.27, S-4, 2nd Floor, North Mada Street,
Mylapore, Chennai – 600 004. ... Petitioner in both petitions

Vs.

1.Mumtaj Begam
2.Saleem Khan ... Respondents in both petitions

Common Prayer : Petitions filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleaded to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the respective Loan cum Hypothecation Agreement dated 31.07.2019.

For Petitioner : Mr.P.Sudagar
(in both petitions)
For Respondents : No appearance
(in both petitions)



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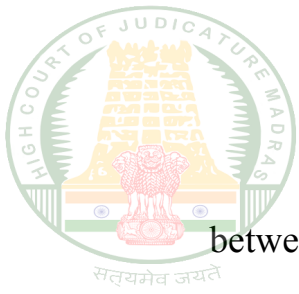
COMMON ORDER

WEB COPY There is no representation on the side of the respondents. Earlier, on 16.07.2025, a memo was filed by the Arbitrator who has been appointed by this Court in these petitions, vide order dated 12.06.2025, expressing his inability to act as an Arbitrator. On 16.07.2025, since the name of the counsel, who had filed Vakalat on behalf of the respondents was not printed in the cause list, this Court had adjourned these matters from time to time.

2. Even today, there is no representation on the side of the respondent. Since the Arbitrator who has been appointed by this Court to adjudicate the issue between the parties has expressed his inability to act as an arbitrator, he has to be replaced by another arbitrator.

3. Accordingly, this Court is inclined to issue the following directions:

(a) Mr.Sharath Chandran, Advocate, who is having office at Gokulam, No.3, Gopala Menon Street, Vepery, Chennai – 600 007 (Mobile No.98844 45442) is appointed as the sole Arbitrator to decide the dispute



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between the petitioner and the respondent arising out of the following

WEB COPY contracts :-

(i) Loan cum hypothecation Agreement and Deed of Guarantee both dated 31.07.2019 bearing Loan No.MYLPOT907310002;

(ii) Loan cum hypothecation Agreement and Deed of Guarantee both dated 31.07.2019 bearing Loan No.MYLPOT907310001.

(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996 or as per the mutual consent of both the parties;

(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.

21.08.2025

Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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ABDUL QUDDHOSE. J.

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