



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.08.2025

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THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

Arb.O.P. (Com.Div.) No.368 of 2025

M/s.Tata Capital Limited

.. Petitioner

vs

1.R.Harshika Shri Building Materials

2.C.Rajeshkannan

.. Respondents

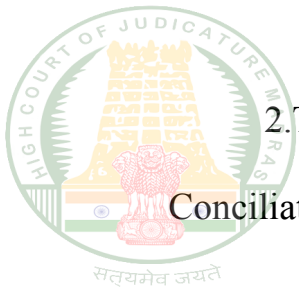
Prayer: Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said Loan cum Guarantee (Channel Finance) Agreement dated 27.10.2023.

For Petitioner : Mr.M.Arunachalam

For Respondents : Set exparte

ORDER

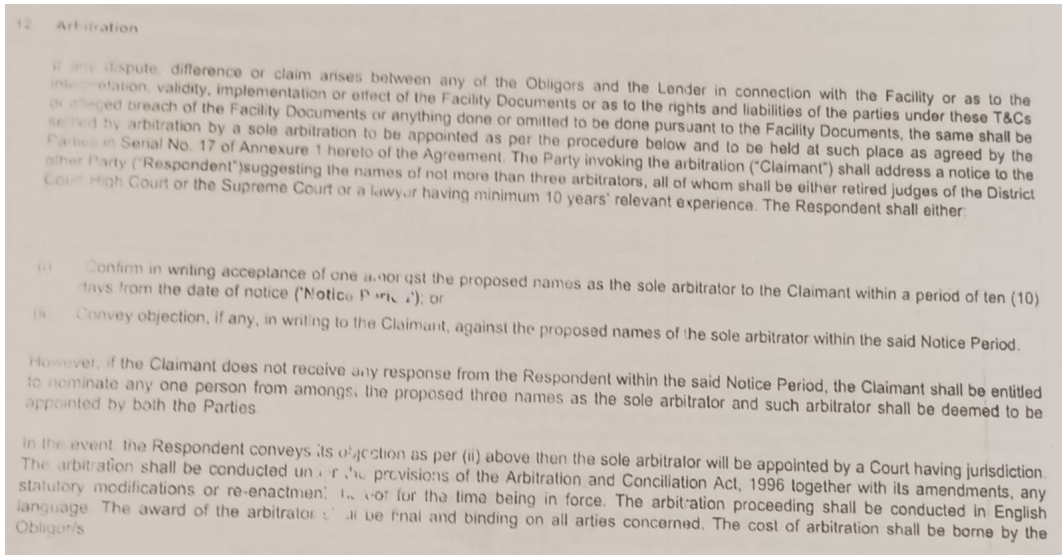
As directed by this Court, the registry has printed the names of the respondents in the cause list today. Earlier, through substituted service, the respondents were served with the notice in this petition. Despite the names of the respondents having been printed in the cause list today, they have chosen not to enter appearance in this petition. Hence, the respondents are set exparte by this Court.



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

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3. There seems to be a dispute between the petitioner and the respondents arising out of the Loan cum Guarantee Agreement (Channel Finance) dated 27.10.2023. There exists an arbitration clause in the Loan cum Guarantee Agreement (Channel Finance) dated 27.10.2023. The same is extracted hereunder:



4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 11.03.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received from the respondents to the same.

5. Since there exists an arbitration clause in the contract, which is the subject matter of the dispute between the parties and since there is no consensus



between the parties with regard to the name of the Arbitrator and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996, this Court will have to necessarily appoint an Arbitrator by this Court as prayed for in this petition.

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

(a) This Court appoints Mr. Mohammed Fayaz Ali, Advocate, having address at No.17, GA 'Landmark', Sait Colony, 1st Street, Egmore, Chennai - 600 008, Mobile No.90032 37483 as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondents, arising out of the Loan cum Guarantee Agreement (Channel Finance) dated 27.10.2023, on merits and in accordance with law;

(b) The Arbitrator shall be paid his/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 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.

No costs.

28.08.2025

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Arb.O.P. (Com.Div.) No.368 of 2025

28.08.2025