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Arb.O.P.(Com. Div.) No.367 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **05.08.2025**

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com. Div.) No.367 of 2025

M/s.Tata Capital Limited,
Rep. by its Authorised Signatory – Power Agent Manoj.M,
having its registered office at 11th Floor, Tower – A,
Peninsula Business Park, Ganpatrao Kadam Marg,
Lower Parel, Mumbai – 400 013.
Having one of its branch offices at:
1st Floor, Centennial Square, No.6A,
Dr.Ambedkar Salai, Kodambakkam,
Chennai – 600 024.

... Petitioner

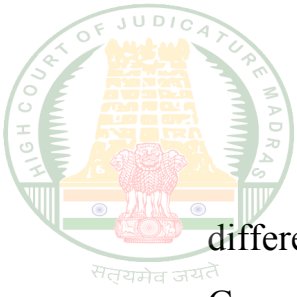
Vs.

1.Revathi Agencies,
Represented by its Proprietor,
Goranakonda Jithender,
Vishnu Puri Colony, 24-16/4/A,
Malkajgiri, Hyderabad,
Telangana – 500 047.

2.Revathi Gornakonda

... Respondents

PRAYER: Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the



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differences and disputes between the parties under the said Loan cum Guarantee (Channel Finance) Agreement dated 22.05.2024.

For Petitioner : Mr.M.Arunachalam
For Respondents : Set exparte

ORDER

The names of the respondents are printed in the cause list today. The 2nd respondent was set exparte by this Court on 30.07.2025. Since the notice sent to the 1st respondent was returned with an endorsement 'unclaimed', which amounts to deemed service, this Court directed the Registry to print the name of the 1st respondent in the cause today. Till date, the respondents remains unrepresented. Hence, the respondents are set exparte 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 (Channel



Finance) dated 22.05.2024. There exists an arbitration clause in the Loan cum Guarantee Agreement (Channel Finance) dated 22.05.2024. The same is reproduced hereunder:

13. 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 arbitrator 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 1 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:

- 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
- 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 event, the Respondent conveys its objection as per (ii) 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 Obligors.

4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 04.03.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondents have not sent any reply to the same.



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5. The respondents have also been set exparte by this Court in this petition. Since there exists an arbitration clause in the contract, which is the subject matter of the dispute between the parties, 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 has to necessarily appoint an Arbitrator as prayed for in this petition.

6. Accordingly, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

(a) Mr.Sanjay Pinto, Advocate, who is having office at No.5, 'Manasarovar', 1st Floor, 60, C.P.Ramaswamy Road, Alwarpet, Chennai – 600 018 (Mobile No.98400 91547) is appointed as the sole Arbitrator to decide the dispute between the petitioner and the respondents arising out of the Loan cum Guarantee Agreement (Channel Finance) dated 22.05.2024;

(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;



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

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(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.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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