



Arb.O.P.(Com.Div.) No. 359 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.08.2025

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THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com.Div.) No. 359 of 2025

M/s. Shriram Finance Limited,
(Formerly Known as M/s. Shriram Transport
Finance Company Limited),
Represented by its Authorised Signatory,
M. Sakthivel

... Petitioner

Vs.

1.Bhuvaneshkanna
2.Mohan. R

... Respondents

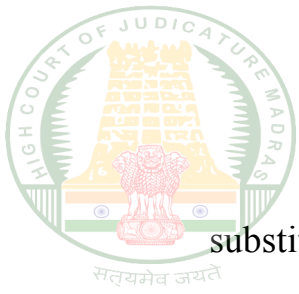
Prayer : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said Loan cum Hypothecation agreement dated 17.07.2019.

For Petitioner : Ms. A.S. Neela Narayani

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, the petitioner had effected



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substituted service on the respondents, pursuant to the directions issued by this Court on 29.07.2025. No one has entered appearance on behalf of the respondents. Hence, the respondents are set ex parte 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.

3. There seems to be a dispute between the petitioner and the respondents arising out of the Loan cum Hypothecation Agreement dated 17.07.2019. In the said agreement, there exists an arbitration clause, which is reproduced hereunder: -

“22(a) All disputes, differences, and/or claim arising out of or in connection with this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the sole arbitration of an Arbitrator nominated by the Lender. The award given by such an Arbitration shall be final and binding on the parties to this Agreement.



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In the event of incapacity or resignation or death of the sole arbitrator so appointed, the Lender shall be entitled to appoint another arbitrator in place of the earlier arbitrator, and the proceedings shall continue from the stage at which the predecessor had left. Such a person shall be entitled to proceed with the reference for the stage at which it was left by his predecessor. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

(b) The venue of arbitration proceedings shall be at Chennai. The language of arbitration shall be English.

(c) The arbitrator so appointed herein above, shall also be entitled to pass an Award on the hypothecated asset and also on any other securities furnished by or on behalf of the Borrower.”

4. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 26.11.2024 and has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondents have also chosen not to send any reply to the arbitration invocation notice dated 26.11.2024.



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

a) Accordingly, this Court appoints, **Mr.Dayan Shariff, who is having Office at Old No.152, New No.315, 3rd Floor, Thambu Chetty Street, Chennai – 600 001, (Mobile No.9176078958)**, is appointed as the Sole Arbitrator to adjudicate the dispute between the parties arising out of the Loan cum Hypothecation Agreement dated 17.07.2019.

(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;



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(d) The Arbitrator shall conduct the arbitration in accordance with

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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 cost.

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Index: Yes/ No

Neutral citation : Yes / No

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