



Arb.O.P.No.31 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.08.2025

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

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- 1.Chartira R. Mardia
- 2.Shrenikraj V. Mardia
- 3.R.Jayabala Mardia
- 4.Krishna S Mardia
- 5.Apeksha S Mardia
- 6.Shreyansh V Mardia
- 7.M.Ugamraj Nahar
- 8.Tarachand Tater

9.M/s.Jitendra Kumar Moolchandji HUF,
Flat No.6A, Jirawala Paradise Apartment,
No.138, Perambur Barracks Road,
Chennai – 600 007.

... Petitioners

Vs.

1.M/s.Govendhan Metals Private Limited,
Represented by its
Office at :565/3C, Main Road, Ellamman Pettai,
Pammadukulam Redhills, Chennai.

- 2.J.Arul
- 3.M.Kumaresan
- 4.V.Rita
- 5.M.Venkatesan

... Respondents

PRAYER: Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, pleased to appoint an arbitrator to adjudicate



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upon the differences and disputes that have arisen between the parties hereto.

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For Petitioners : Mr.Kumarpal Chopra
For Respondents : M/s.Rubina.Q
for Mr.Prakash Gokulaney [R4 & R5]

ORDER

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

2. There seems to be a dispute between the petitioners and the respondents arising out of the Deed of Guarantee and Loan Agreement, both, dated 06.06.2023. There exists an arbitration clause in the Deed of Guarantee agreement dated 06.06.2023 and the same is reproduced hereunder:

"The parties to this agreement undertake that in case of any dispute, difference, question or disagreement shall, at any time hereafter arise between the parties hereto, it is mutually agreed between the parties that the same shall be referred to the sole arbitrator and the provision of Indian Arbitration and Conciliation Act, 1996 will apply in such Arbitration. The language of the proceedings shall be English and the



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venue for Arbitration shall be at Chennai. The decision of the sole arbitrator shall be final and binding on both the parties."

3. The petitioners have invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 05.03.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. A reply has also been sent by the respondents 4 and 5 on 20.03.2025. Since there was no consensus between the parties with regard to the name of the arbitrator, the petitioners were constrained to file this petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking for the appointment of an arbitrator by this Court.

4. A counter has been filed by the respondents 4 and 5 before this Court raising the following objections :

(a) the Deed of Guarantee dated 06.06.2023 is a fabricated document. According to the respondents 4 and 5, they had handed over signed blank papers to the petitioners, which has been mis-used by them and therefore, the Deed of Guarantee dated 06.06.2023, which contains the arbitration clause is a fabricated document ;

(b) according to the respondents 4 and 5, even according to the petitioners, as seen from the Loan



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agreement dated 06.06.2023, there are only four lenders but as seen from the Deed of Guarantee dated 06.06.2023, there are nine lenders, which is not possible and therefore, the Deed of Guarantee dated 06.06.2023 is a fabricated document ;

5. The contentions raised by the respondents 4 and 5 through their counter filed before this Court can be adjudicated only by the arbitrator and not by this Court under Section 11 of Arbitration and Conciliation Act, 1996. Being a referral Court, this Court has got only a limited scrutiny. On a prima facie consideration, this Court finds there exists an arbitration clause and also finds the existence of a dispute between the parties, and therefore, necessarily this Court has to 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) Hon'ble Mr.Justice T.Ravindran (Retd.), a former Judge of this Court, having office at New No.27, Old No.12, 3rd Avenue, Indira Nagar, Adyar, Chennai – 600 020 (Mobile Nos.99413 50926 & 94443 99700) is appointed as the sole Arbitrator to decide the dispute between the parties



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arising out of the Deed of Guarantee dated 06.06.2023 and Loan Agreement dated 06.06.2023 ;

(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.

20.08.2025

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

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