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Arb O.P(COM.DIV.) No. 310 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-07-2025

CORAM

THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

Arb O.P(COM.DIV.) No. 310 of 2025

and

OA No. 511 of 2025 & A No. 2790 of 2025

M/s.Sitaram Energy and Logistics Limited

Rep. by its Director, Bardowali,

Milonsangha, Agatala, West Tripura,

Tripura - 799 002.

Appellant(s)

Vs

1.M/s.Hinduja Leyland Finance Limited

Rep. by its authorized representative

Office at No.27A, Developed Industrial Estate,

Guindy, Chennai 600 032

2.K.Mohan

Advocate, Sole Arbitrator,

CNICA, No.412, 4th Floor,

Alpha Wing, Raheja Tower,

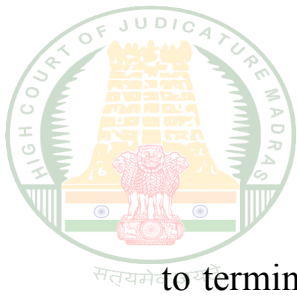
Near LIC Nos.113-134, Anna Salai,

Chennai - 600 002.

Respondent(s)

PRAYER

Petition filed under Section 14(3) of the Arbitration and Conciliation Act, 1996,



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to terminate the mandate of the 2nd Respondent in the Arbitration Dispute ACP (CNICA-HLF-LEASE) No.1 of 2024 as contrary to the provisions of Act, 1996.

For Appellant(s): Mr.N.Nithianandam

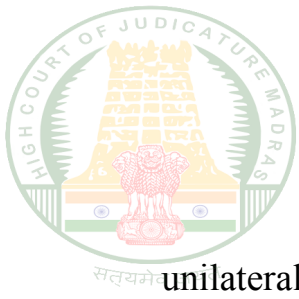
For Respondent: Ms.S.Vidhya (for R1)

ORDER

This petition has been filed under Section 14 of the Arbitration and Conciliation Act seeking to terminate the mandate of the Arbitrator on the ground that the Arbitrator was appointed unilaterally by the first respondent.

2.The learned counsel for the first respondent on instructions would also agree that the Arbitrator was appointed unilaterally by the first respondent, without obtaining the consent of the petitioner and he has no objection for this Court appointing a fresh Arbitrator. Both the learned counsels have made a joint endorsement in the Court bundle stating that the petitioner and the respondent are agreeable for the appointment of a sole Arbitrator by this Court to adjudicate the dispute between the parties arising out of the lease agreements Nos.LSS001 & LSS002 dated 25.05.2023.

3.In view of the joint endorsement made by both the learned counsels on instructions, and in view of the fact that the Arbitrator was earlier appointed



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unilaterally by the respondent, this petition has to be allowed as prayed for and consequently, this Court will have to substitute the Arbitrator as agreed upon by both the parties to the dispute.

4. Accordingly, this Petition is allowed as prayed for and the mandate of the earlier Arbitrator is terminated as per the provisions of Section 14 of the Arbitration and Conciliation Act, 1996 and the said Arbitrator is substituted by the Arbitrator appointed by this Court.

5. For the foregoing reasons, this Petition is allowed as prayed for by issuing the following directions :-

a) This Court appoints Mr. Suhrit Parthasarathy, Advocate having address at No.1, Jagathambal Colony, 2nd Street, Royapettah, Chennai 600 014 (Mobile No.8939717592) (email: subhangnair@gmail.com) as the sole Arbitrator to adjudicate the dispute between the parties arising out of the lease agreements Nos.LSS001 & LSS002 dated 25.05.2023.

(b) The Arbitrator shall be paid his 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.



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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.

6.The learned counsel for the first Respondent on instructions would submit that till the disposal of the arbitral proceedings, the first respondent shall not repossess the vehicles from the applicant which are the subject matter of the loan contracts. Since the first respondent has given an undertaking that they shall not repossess of the vehicles till the disposal of the arbitral proceedings, in terms of the said undertaking given by the first respondent, O.A.No.511 of 2025 is disposed of. Consequently, A.No.2790 of 2025 is closed.

15-07-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

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ABDUL QUDDHOSE J.

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