



Arb Appeal No. 33 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-09-2025

CORAM

THE HONOURABLE MR JUSTICE M. SUNDAR

AND

THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

Arb Appeal No. 33 of 2025

&

C.M.P.Nos.22576, 22577 & 22578 of 2025

1. M/s.Sri Mutharamman Travels and Transport,
Represented by its Sole Proprietor P.Sivakumar,
No.54, GVT Complex, Varatharajapuram,
Nagathamman Nagar, Poonamallee,
Chennai -600 123

2. Shunmuga Devi S
W/o.P.Sivakumar

... Appellants

Vs

Hinduja Leyland Finance Limited,
No.27A, Developed Industrial
Estate, Guindy, Chennai -600 032.

... Respondent



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Arbitration Appeal filed under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996 read with Section 13(1-A) of the Commercial Courts Act, 2015 against the Impugned Order dated 07.01.2025 passed by the Arbitral Tribunal constituted by Indian Centre for Industrial Commercial Arbitration at Chennai, comprising of a Sole Arbitrator in I.A. No.661 of 2024 in A.C.P. No.425 of 2024.

For Appellant(s): Mr.Raghavendra Ross Divakar
for Mr.B.Kishore
of M/s.Dua Associates (Law Firm)

For Respondent(s): Mr.M.Arunachalam

JUDGMENT

(Judgment of the Court was made by M.Sundar J.)

Mr.Raghavendra Ross Divakar, learned counsel representing Mr.B.Kishore of M/s.Dua Associates (Law Firm) for appellant and Mr.M.Arunachalam, learned counsel for the sole respondent agreed to have the main appeal heard out owing to the trajectory the matter has taken.



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2. Post order under Section 17 of 'The Arbitration and Conciliation

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Act, 1996 (Act No.26 of 1996)' [hereinafter 'A and C Act' for the sake of convenience and clarity] i.e., order dated 05.01.2025 made by 'Arbitral Tribunal' ('AT' for the sake of brevity), the respondents before AT (who are appellants before us) moved the Arbitration Court under Section 14 of A and C Act, more particularly Section 14(2) of A and C Act seeking termination of the mandate of the AT primarily predicated their argument on **Perkins** principle i.e., principle laid down by Hon'ble Supreme Court in **Perkins Eastman Architect DPC and Anr. vs. HSCC (India) Ltd.** reported in (2020) 20 SCC 760. To be noted **Perkins** principle simply stated is one that forbids unilateral appointment. Hon'ble single Judge of this Court accepted the argument, applied **Perkins** principle and terminated the mandate in and by an order dated 05.08.2025.



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3. On instructions, Mr.M.Arunachalam submitted that the sole

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respondent accepts the Section 14 (2) order of the Arbitration Court and on that basis has filed a petition under Section 11 of A and C act vide TNCT0453I2535S734 and a scanned reproduction of the e-Court fee receipt in this regard as placed before us by learned counsel is as follows:

ATN20220020693C202500342	
Government of Tamil Nadu	
e-Court Fee	
District : High Court	Date & Time :04-SEP-2025 18:35:22
Establishment : Principal Bench of Madras High Court	
Stockholding Reference No :	EPSTN0422093518537054
Party Transaction No :	NHCMA012025745355L
Name of litigant :	Hinduja Leyland Finance Limited
e-Court Fee Receipt No :	TNCT0453I2535S734
e-Court Fee amount :	Rs. 140
(Rupees One Hundred Forty And Paise Zero Only)	
	
TNCT0453I2535S734	
Statutory Alert : The authenticity of this e-Court fee receipt should be verified at www.shcilestamp.com . Any discrepancy in the details on this receipt and as available on the website renders it invalid. In case of any discrepancy please inform the Competent Authority. This receipt is required to be verified & locked by the Court official for further process in the Court.	

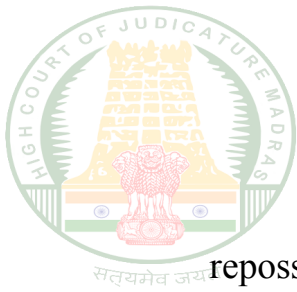


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4. As mandate of the AT which made the impugned order dated 07.01.2025 has since been terminated, this Court has no difficulty in writing that the impugned order also will now have to be effaced without expressing any view one way or the other on the merits of the impugned order. On the same basis, we make it clear that pending Section 11 petition and pending constitution of AT, it is open to both sides, be it appellants or the respondent before us, to move the Section 9 Court for suitable orders as Section 9 petition can be filed even before commencement of arbitral proceedings. If this course is adopted, Section 9 Court will consider the application on its own merits and in accordance with law untrammelled by instant order of this Division Bench. All questions are left open for this purpose.

5. Learned counsel for appellants submits that pursuant to the order of AT, the vehicles have been repossessed and the appellants are under imminent threat of the same being put to sale by the respondents. We make it clear that we are not expressing any view or opinion either on the



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repossession or the threat of sale as that will be left to be decided either

by the Section 9 Court or by the AT in a Section 17 legal drill.

6. In the event of the same prayer being made by way of Section 17 application before AT to be constituted vide Section 11 proceedings, it will be equally open to AT to consider the matter on its own merits and in accordance with law *dehors* the instant judicial order.

7. As the impugned order stands effaced, in the light of the trajectory the matter has taken, we deem it appropriate to write that captioned appeal is disposed of as closed with preservation of rights of both sides in the manner alluded to supra albeit with observations made supra. Consequently, the connected civil miscellaneous petitions are closed. There shall be no order as to costs.

(M.S.,J.) (M.S.K.,J.)

10.09.2025

gpa

**M.SUNDAR J.
AND**



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