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Arb O.P(COM.DIV.) No. 4
of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-09-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 417 of 2025

Five Star Business Finance Limited
Rep by its Legal Officer
Mr.MadhuSandanSomeswaran,
Registered Office at New no.27, old no
4 Taylors road, Kilpauk,
Chennai-600010.

Petitioner(s)

.Vs.

1. Uppu Narsimlu
H.NO.8-52/1,Jangampally M Biknoor
Kammareddy,Nizamabad,
Andra Pradesh-503103.

2.Uppu Yellavva
H.NO.8-52/1,Jangampally M Biknoor
Kammareddy,Nizamabad,
Andra Pradesh-503103.

3.Uppu Mahesh
H.NO.8-52/1,Jangampally M Biknoor
Kammareddy,Nizamabad,
Andra Pradesh-503103.



PRAYER

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Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator to decide the disputes and differences between the Petitioner and Respondents in terms of Loan Agreement dated 18.12.2017 and 11.01.2019.

For Petitioner(s): Mr.P.H.Vinodh Pandian

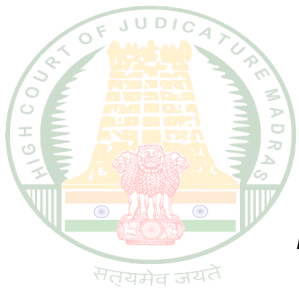
For Respondent(s): No Appearance

ORDER

This petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 [hereinafter referred as 'the Act'] for appointment of an Arbitrator to resolve the disputes/differences between the petitioner and respondents in terms of Loan Agreement dated 18.12.2017 & 11.01.2019.

2.When the matter came up for hearing on 22.07.2025, this Court passed the following order:

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



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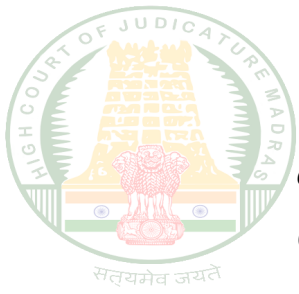


2. There seems to be a dispute between the petitioner and the respondents arising out of the Loan Agreements dated 18.12.2017 and 11.01.2019. There exist an arbitration clause in the Loan Agreements, which is extracted hereunder:

'ARTICLE 10 ARBITRATION

All disputes, differences, and/or claims arising out of this Agreement, whether during its subsistence or thereafter shall be settled by 'Arbitration' in accordance with the provisions of the 'Arbitration and Conciliation Act 1996' (Act 26 of 1996) or any other statutory amendments thereof and shall be referred to the Sole Arbitration of an 'Arbitrator', appointed by the Managing Director of FSBF (or any other person as authorised by the Managing Director of FSBF) and such appointment shall be deemed to be the procedure, agreed upon by all the parties to this agreement. It is a term of this agreement that in the event of such an Arbitrator to whom the matter has been referred to originally dies or being unable or unwilling to act for any reason, then in such event, the Managing Director of FSBF for any other person as authorised by the Managing Director of FSBF) shall appoint another person to act as the Arbitrator. Such person when appointed as Arbitrator, shall be entitled to proceed with the reference from the stage at which it was left by his predecessor The venue of the Arbitration proceedings shall be in Chennai. The Borrower(s) do hereby appoint FSBF, acting through any of its officers or representatives to submit for arbitration in respect of any dispute or matter relating to or in anywise touching the affairs of the Property/Properties or the Loan/ Loans. The Borrower(s) also undertake to acknowledge that the decision of the arbitrator shall be final.'

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 11.03.2025 to



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comply with the requirement of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same.

4.Since there is no consensus between the parties with regard to the name of the Arbitrator and since there exists an arbitration clause in the Loan Agreements, which are the subject matter of the dispute and since the petitioner has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996, this Court is issuing notice to the respondents returnable by 18.08.2025. Private notice is also permitted.

3.The respondents have been issued with notice and their names have also been printed in the cause list. There is no representation either in person or through counsel.

4.Heard the learned counsel for the petitioner and carefully perused the materials available on record.

5.This Court is convinced that there is a Loan Agreement dated 18.12.2017 & 11.01.2019 arising between the parties in line with Section 7 of the Act and agreement also contains the arbitration Clause.



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6. Taking into consideration the facts and circumstances of the case and the materials placed before this Court, this Court proceeds to appoint a sole Arbitrator. Accordingly, Mr.K.V.Prasad, Advocate with address for service at (Old No.7, New No.15, Rangarajapuram Main Road, Kodambakkam, Chennai 600 024, Mobile No.9894796785, E.Mail: kvplegal@yahoo.com) is appointed as the sole Arbitrator and the Arbitrator is requested to enter upon reference qua Loan Agreement dated 18.12.2017 & 11.01.2019 adjudicate the arbitral dispute that were arising between the parties by holding the sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017.

7. This Arb. OP is disposed of in the above terms. There shall be no order as to costs.

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Index: Yes/No

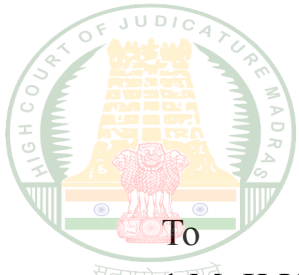
Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

1. Mr. K. V. Prasad

Old No.7, New No.15,
Rangarajapuram Main Road
Kodambakkam, Chennai 600 024.

2. The Director

Tamil Nadu Mediation and Conciliation
Centre-cum-Ex-Officio Member
Madras High Court Arbitration Centre
Chennai - 104.



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N.ANAND VENKATESH J.

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