



Arb.O.P.(Com.Div.) No. 360 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.08.2025

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THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P.(Com.Div.) No. 360 of 2025

M/s. Indusind Bank Ltd.,
New No. 34, G.N. Chetty Road,
T.Nagar, Chennai – 600 017
Represented by its Authorised Signatory ... Petitioner

Vs.

1.Ms. Suman Ram Dass
2.Anil Daryav Singh ... Respondents

Prayer : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, a) to appoint a sole arbitrator to adjudicate the dispute between the petitioner and the respondents as per the Loan Agreement No.DED01433C dated 15.03.2022 and b) direct the respondents to pay the cost of this petition.

For Petitioner : Mr. O. Pradeep Kumar
For Respondents : Set exparte

ORDER

The notice sent to the respondents have been duly served. The names of the respondents are also printed in the cause list today. The



respondents remain unrepresented. 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, 1996 seeking for 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 Agreement dated 15.03.2022. The Loan Agreement dated 15.03.2022 contains an Arbitration Clause, which is reproduced hereunder: -

“11. LAW, JURISDICTION, ARBITRATION

i) All disputes (includes default committed by the Borrower as per this agreement), differences and/or claim arising out of or touching upon 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, or any statutory amendments thereof and shall be referred to Sole Arbitrator nominated by the Lender. The award given by such an Arbitrator shall be final and binding on all the Parties to the agreement. It is a term of the agreement that



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in the event of such an Arbitrator to whom the matter has been originally referred, resigns or dies or being unable to act for any reason, the Lender, at the time of such death of the arbitrator or of his inability to act as arbitrator, shall appoint another person to act as arbitrator and such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The seat, place and venue of Arbitration proceedings shall be at Chennai and the language shall be in English.

ii) Any notices, replies, rejoinders, letters and documents sent to the registered e-mil ID or mobile number (enabled with WhatsApp or other similar application) of the Arbitrator shall be valid and binding on the parties and the Arbitrator, subject to its genuineness may consider the same for adjudicating the dispute. Further it is agreed between the parties that the arbitrator may sent the notices, claim statement, documents, replies, counters, adjournment letters etc., of the arbitration proceeding to his/her/their registered e-mail ID or mobile number of the Borrowers and the same shall be considered as proper service on the parties. If the parties agree, the Arbitrator may record oral evidence through video calling facility also.”

4. The petitioner has invoked arbitration in accordance with the Arbitration Clause by issuing notice to the respondents on 07.01.2025 and has complied with the requirements of Section 21 of the Arbitration



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and Conciliation Act, 1996. The respondents have not sent any reply to the same.

5. Earlier, the petitioner had appointed a sole arbitrator in accordance with the Arbitration Clause. The sole arbitrator acted upon the reference. However, objections were raised by the respondents who had objected to the unilateral appointment of the arbitrator by the petitioner.

6. In view of the objections raised by the respondents, the petitioner had withdrawn the arbitral proceedings before the sole arbitrator earlier appointed by the petitioner unilaterally. The proceedings of the sole arbitrator dated 31.05.2025 has also been filed as a document along with this petition. Only under those circumstances, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator by this Court.

7. Since there exists an arbitration clause in the contract, which is the subject matter of the dispute between the parties and since the



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petitioner has invoked arbitration in accordance with the arbitration clause and has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 and since the petitioner has also withdrawn the earlier arbitral proceedings on the ground that the arbitrator was unilaterally appointed by the petitioner and since the respondents have been set ex parte in this petition, necessarily this Court has to appoint an Arbitrator as prayed for in this petition.

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

a) **Ms. Apoorva Vinjamur, Advocate, who is having Office at No.1, 3rd Street Luz Avenue, Mylapore, Chennai – 600 004, (Mobile No. 9884886378)** is appointed as the Sole Arbitrator to adjudicate the dispute between the parties arising out of the Loan Agreement dated 15.03.2022.

(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 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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