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



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-11-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 432 of 2025

M/s.Tata Capital Limited,
Rep by its Authorised Signatory
Dharuman.P
having its registered office at
11th Floor,Tower-A,
Peninsula Business Park,
Ganpatrao Kadam Marg,
Lower Parel, Mumbai 400013
Having one of its branch offices at:
1st Floor,Centennial Square,
No.6A, Dr.Ambedkar Salai,
Kodambakkam, Chennai-600024.

Petitioner(s)

Vs

1. Sakde Auto Technologies
Represented by its Partners
17/7/B, Om Sakthi Industrial Estate,
Sedarapet,Pondicherry-605111.
2. Mr.G.Saravanan



No.16, 1st Floor, 1st Cross Street,
Chellam Pappu Nagar,
Eurokid School Nagar,
Reddiyarpalaym,
Puducherry 605010

3. Mrs.Usharani S
No.1144, West Street, Villanatham,
Andimadam, Ariyalur,
Pattanamkurichi, Tamil Nadu 621801

4. Mrs.Bowtharini K
No. 1144, West Street, Villanatham,
Andimadam, Ariyalur,
Pattanamkurichi, Tamil Nadu 621801
Also at No.375,Anna Nagar,
Rangiam, Ariyalur,
Tamil Nadu-608901.

5. Mrs.Nandini Devi S
No.16, 1st Floor, 1st Cross Street,
Chellam Pappu Nagar,
Reddiyarpalayam,
Puducherry 605010

Respondent(s)

PRAYER

To appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said Agreement for Unsecured Loan dated 20.10.2022

For Petitioner(s): Mr.M.Arunachalam

For Respondent(s): Mr.A.Venkatesan for R1, R2 & R5



ORDER

This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator to adjudicate and decide the disputes between the petitioner and the respondents arising out of the unsecured loan agreement dated 20.10.2022.

2. When this petition came up for hearing on 25.07.2025, 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.

2. There seems to be a dispute between the petitioner and the respondents arising out of the Unsecured Loan dated 20.10.2022. There exists an arbitration clause in the Unsecured Loan dated 20.10.2022, which is extracted hereunder:

'10. Arbitration

If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under these T&Cs or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration by a sole arbitrator to be appointed as per the procedure below and to be held at such place as agreed by the https://www.mhc.tn.gov.in/judis Parties in Serial No. 17 of Annexure 1 hereto of the Agreement. The Party invoking the



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arbitration ("Claimant") shall address a notice to the other Party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years' relevant experience. The respondent shall either

- (i) Confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimant within a period of ten (10) days from the date of notice ("Notice Period"); or*
- (ii) Convey objection, if any, in writing to the Claimant, against the proposed names of the sole arbitrator within the said Notice Period. However, if the claimant does not receive any response from the respondent within the said notice period, the claimant shall be entitled to nominate any one person from amongst the proposed three names as the sole arbitrator and such arbitrator shall be deemed to be appointed by both the parties.*

In the event, the respondent conveys its objection as per (ii) above then the sole arbitrator will be appointed by a Court having jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or reenactment thereof for the time being in force. The arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Obligors.'

3.The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 06.03.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same.



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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 Unsecured Loan dated 20.10.2022, which is 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 21.08.2025. Private notice is also permitted. ”

3. Pursuant to the above order, the respondents have been served through notice and substituted service and the respondents 1, 2 & 5 are represented through counsel.

4. It is brought to the notice of this Court that an attempt was made to amicably resolve the dispute. However, the parties were not able to arrive at any settlement. In view of the same, this Court has no other alternative except to pass orders on merits.

5. It is seen that there is a valid agreement between the parties in line with Section 7 of the Arbitration and Conciliation Act, 1996, which contains an arbitration clause. All the other issues that have been raised by the respondents will have to be necessarily raised only before the learned Arbitrator, which will be considered on their own merit and in accordance with law. Hence, Mr. S.R.Raghunathan, Advocate, having address for service at “Westminster”, Mezzanine Floor, No.108, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004



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Mobile No.98410 94444, email: raghu@randr.in is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the unsecured loan agreement dated 20.10.2022, adjudicate the arbitral disputes that have arisen 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.

6. This original petition is disposed of in the above terms. There shall be no order as to costs.

13-11-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

ss

To

1. Mr. S.R.Raghunathan

“Westminster”

Mezzanine Floor

No.108, Dr.Radhakrishnan Salai

Mylapore

Chennai 600 004

Mobile No.98410 94444

email: raghu@randr.in



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2. The Director

Tamil Nadu Mediation and Conciliation

Centre-cum-Ex-Officio Member

Madras High Court Arbitration Centre

Chennai 600 104

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N.ANAND
VENKATESH J.

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