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Arb O.P(COM.DIV.) No. 3
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. 384 of 2025

M/s.Mercedes-Benz Financial Services
India Private Limited
Formerly known as M/s.Daimler
Financial Services 5th Floor, Plot 8,
Baashyam Willow Square 9 and 10,
First Street, Thiru Vi Ka Industrial
Estate, Guindy, Chennai-600032
Represented by its Authorised
Signatory Mr.Sadam Hussain

..Petitioner

.Vs.

1. M/s Shakti Golden Transport Co.
Prop. Mr.Yogeshwar
Plot No.220,Sector 2,HSI IDC,
Growth Centre Bawal, Tehsil Bawal,
Rewari, Haryana-123501.

2.Mr.Anup Hukam Singh
Suthana (42), Bawal, Rewari,
Haryana,123501.

..Respondent(s)



PRAYER

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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 Dated 21.10.2021 bearing Contract Nos.20149063, 20149064, 20149065, 20149066 and 20149067.

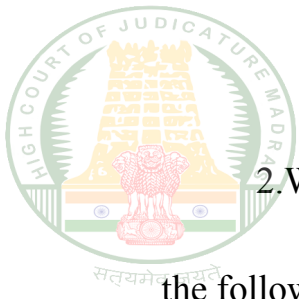
b. direct the respondents to pay the cost of this petition.

For Petitioner (s): D.Pradeep Kumar

For Respondent(s): No appearance

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred as 'the Act'] for appointment of a sole Arbitrator to adjudicate the dispute between the petitioner and the respondents as per the Loan Agreement dated 21.10.2021 bearing Contract Nos.20149063, 20149064, 20149065, 20149066 and 20149067.



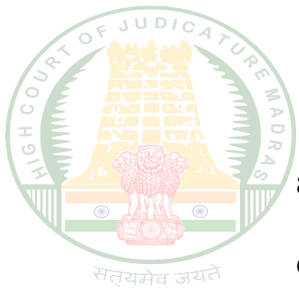
2. When the matter came up for hearing on 14.07.2025, this Court passed
the following order:

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This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an arbitrator.

2. There seems to be a dispute between the petitioner and the respondents arising out of the Loan Agreement, dated 21.10.2021. There exists an arbitration clause in the Loan Agreement, dated 21.10.2021 and the same is extracted hereunder :-

“82. Dispute Resolution All claims and disputes arising under or relating to this Loan Agreement, its interpretation, performance, termination of this Agreement or otherwise in connection with this Agreement ("Dispute") shall be referred to an Arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time, or any re-enactment thereof, to a Sole Arbitrator appointed by Lender. The Arbitration proceedings, any order passed thereto by the Arbitrator including the Award, either interim or final, shall be binding on the parties and shall be conducted in English. It is also expressly agreed by the parties that the place of Arbitration shall be exclusively at Chennai, Tamil Nadu or



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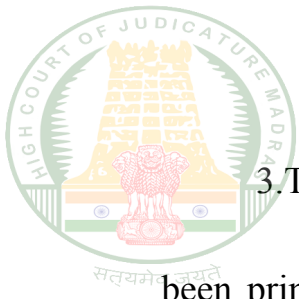


any other state as may be intimated by the Lender. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. The arbitration proceeds shall include a written record of the arbitration hearing.”

3. The petitioner has already invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 06.05.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same by the petitioner. Since there is no consensus between the parties with regard to the name of the Arbitrator, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator.

4. Since there exists an arbitration clause in the Loan Agreement, which is the subject matter of the contract between the parties and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court is issuing notice to the respondents, through Court as well as privately returnable by 07.08.2025.

5. Post the matter on 07.08.2025.

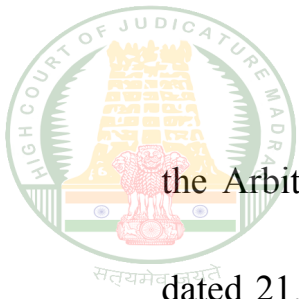


3.The respondents have been issued with notice and their names have also been printed in the cause list. There is no representation either in person or through counsel.

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 21.10.2021, arising between the parties in line with Section 7 of the Act and agreement also contains the arbitration Clause.

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.Adarsh Subramanian, Advocate, with address for service at (No.20, Madhumalathi, Seethammal Road, Seethammal Colony, Alwarpet, Chennai 600 018, Mobile No.8754400961, E-mail: adarshsubramanianadvocate@gmail.com) is appointed as the sole Arbitrator and



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the Arbitrator is requested to enter upon reference qua the Loan Agreement dated 21.10.2021, 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.

22-09-2025

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

KP



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To

1.Mr.Adarsh Subramanian,
Advocate
Address: No.20, Madhumalathi
Seethammal Road, Seethammal Colony,
Alwarpet, Chennai 600 018.

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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