



Arb.O.P.(Com.Divn.) No.556 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2025

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb.O.P.(Com.Divn.) No.556 of 2025

Tata Capital Limited
By its Associate Legal Remedial
R.Kamalakkannan
Having its Office at
I Floor, Centennial Square
6A – Dr.Ambedkar Salai
Kodambakkam, Chennai – 600 024.

.... Petitioner

Vs

HJ Enterprises
Fourth Floor, Old No.48A New No.1
Pulle Avenue, Shenoy Nagar
Landmark – Near Bus Stop
Chennai
Tamil nadu – 600 030.

.... Respondent

Prayer : Application filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint/substitute a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said agreement dated 19.10.2023 in respect of contract bearing No.TCFBL0478000012402891 and pass orders.



WEB COPY



Arb.O.P.(Com.Divn.) No.556 of 2025

For Petitioner : Mr.N.K.Vanan

For Respondent : No appearance

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [for brevity hereinafter referred to as the “Act”] for appointment of an Arbitrator to adjudicate the disputes between the petitioner and the respondent.

2. When the matter came up for hearing on 10.09.2025, this Court passed the following order:

“The parties are governed by a loan agreement dated 19.10.2023, which provides for referring the disputes to the Arbitrator in Article 9 of the agreement. The trigger notice dated 23.04.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was issued to the respondents.

*2. Notice to the respondent returnable by 13.10.2025.
Private notice is also permitted.*

Post on 13.10.2025”

3. Pursuant to the above order, notice was served on the respondent and



affidavit of service has been filed. There is no appearance for the respondent either in person or through counsel.

4. Heard Mr.N.K.Vanan, learned counsel appearing for the petitioner and also perused the materials available on record.

5. Considering the fact that there is a valid agreement between the parties in line with Section 7 of the Act, and it contains an arbitration clause, this Court is inclined to appoint an arbitrator.

6. In view of the above, Ms.L.Dhamodharan, Advocate, having office at No.123/255, Angappa Naicken Street, Parrys, Chennai – 600 001, Ph.No. 98410-69727, is appointed as sole Arbitrator and the Arbitrator is requested to adjudicate the arbitral dispute that were arising between the parties by holding 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.



Arb.O.P.(Com.Divn.) No.556 of 2025

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

WEB COPY

27-10-2025

ds



WEB COPY



Arb.O.P.(Com.Divn.) No.556 of 2025

N. ANAND VENKATESH., J

ds

Arb.O.P.(Com.Divn.) No.556 of 2025

27.10.2025