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Arb O.P(COM.DIV.) No. 431 of
2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 431 of 2025

1. Tata Capital Limited
(transferee of Tata Capital
Financial Services Limited)
Represented by its Authorised
Representative/Power Agent
Mr.Manoj M
Registered Office at 11th
Floor,Tower A, Peninsula
Business Park, Ganpatrao Kadam
Marg Lower Parel Mumbai-
400013.

Branch Office at 1st
Floor,Centennials Square,
6A,Dr.Ambedkar
Salai,Kodambakkam, Chennai-
600024.

Applicant(s)

Vs

1. S S Power Solution,
Rep by its Partners
Mr Vivek B,and Mrs.V.Yamene,
No.3,Sivagami Street, Srinivasa
Nagar
Perungalathur,Kancheepuram,
Tamil Nadu-600063.

2.Vivek B
No.279, Reddiyar Street Puliur,



Villupuram Tamil Nadu-604 207.

3.V Yamene,
No.18 Block 1st, Thirunir Malai
Main Road Jain Alpine Meadows
Kancheepuram-600044.

Respondent(s)

PRAYER

a)To Appoint a Sole Arbitrator to adjudicate upon the dispute arisen between the Petitioner and the Respondents.

For Applicant(s): M/s.J.B.Abithabanu
For M/s.C.A.Anburaja
Respondent(s):

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the “Act”] for appointment of an Arbitrator.

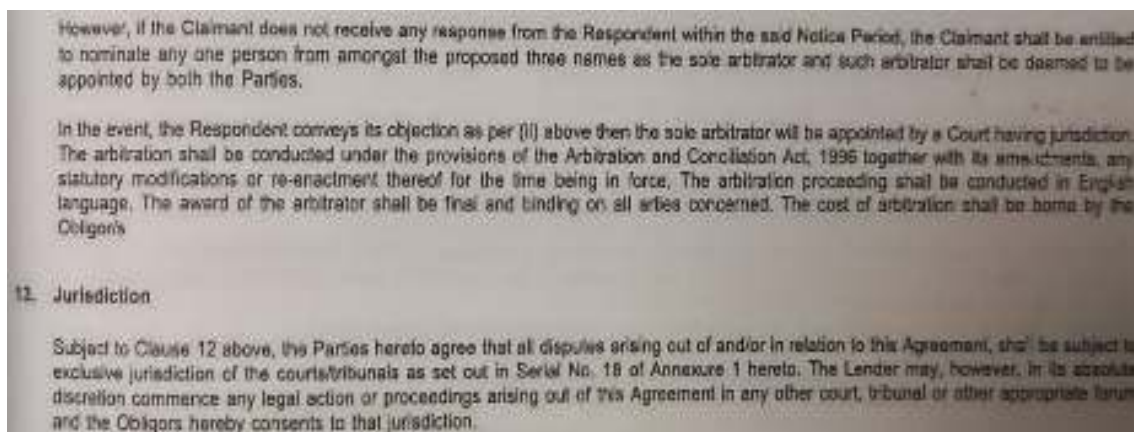
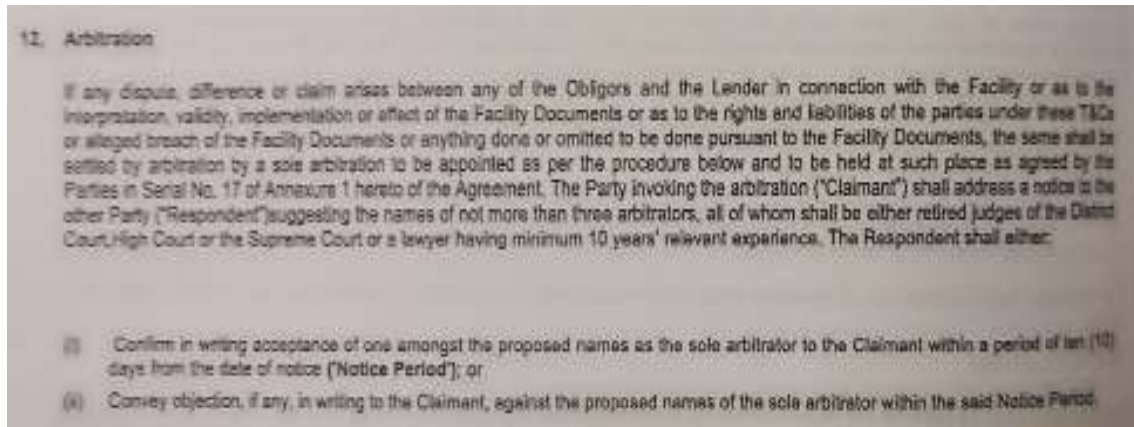
2. When the matter came up for hearing on 31.07.2025, this Court passed the following order:-

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

2. There seems to be a dispute between the petitioner and the respondents, arising out of the loan cum



*guarantee agreement (Channel Finance) dated 21.12.2023.
In the said agreement, there exists an arbitration clause,
which is extracted hereunder:*



3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 27.05.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received for the same.



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4. *Since there exists an arbitration clause in the contract, which is the subject matter of the dispute between the parties and since the petitioner has invoked arbitration in accordance with the arbitration clause by complying with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996 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, returnable by 28.08.2025. Private notice is also permitted.*

3. The notices were served on the respondents and the respondents have filed a counter affidavit. The respondents have seriously objected to the claim made by the petitioner and have taken a stand that the petitioner is not entitled for the claim made by them. The respondents have also taken a stand that the Trigger notice under Section 21 of the Act is not in line with the arbitration clause since the names of three arbitrators has not been proposed by the petitioner.

4. Heard M/s.J.B.Abitha banu, learned counsel for the petitioner and Mr.C.A.Anburaja, learned counsel for respondents.



5. In the considered view of this Court, all factual disputes including the question of jurisdiction can be raised only before the Arbitrator and this Court cannot go into any of those disputes in this petition under Section 11 of the Act. Insofar as the other ground raised on the side of the respondents to the effect that the petitioner has not proposed the names of the Arbitrators, pursuant to the judgement of the Apex Court in **[Central Organisation for Railway Electrification Vs. ECI SPIC SMP MCML (JV) A joint venture company]** reported in **2025 4 SCC 641**, there is no question of the petitioner proposing / appointing arbitrators unilaterally. Hence, the petitioner has to necessarily approach the Court and seek for the appointment of the Arbitrator.

6. In the light of the above discussion, this Court is inclined to appoint Ms.Gladys Daniel, Advocate, office at III Floor, YMCA Building, 223, NSC Bose Road, Chennai 1, Mobile No.97899 80909, as sole Arbitrator and the Arbitrator is requested to 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.

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

13-10-2025

Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No



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To

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