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Arb.O.P.(Com.Divn.) No.546 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.546 of 2025

Tata Capital Limited
Represented herein by its Authorised Representative
Manoj.M
I Floor, Centennial Square
6A – Dr.Ambedkar Salai
Kodambakkam, Chennai – 600 024.
Having its Registered Office at :
Tower A, 1101 Peninsula Business Park
Ganpatrao Kadam Marg, Lower Parel
Mumbai – 400 013.

.... Petitioner

Vs

- 1.M/s.Sinseed Hospitals
Partnership Firm
(Registration No.3027 of 2022)
Represented by its Dr.Kalkuri Anveshan
D No.1-10/29/11, Nagarjuna Nagar, Colony
Kushai Guda, Medchal Malkajgiri
Hyderabad – 560 062.
- 2.Antarvedi Tejaswini
No.2-99/17B, Plot Nos.22 & 23, Sujith Heavens
Yapral, Sri Devi Kalyan Estates
Jawahar Nagar, K V Ranga Reddy
Ranga Reddy
Andhra Pradesh – 500 087.



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3.Kalkuri Anveshan

No.3-2-122/1, Sri Sai Enclaves, Bhongir HO

Bhongir, Nalgonda

Telangana – 509 116.

.... Respondents

Prayer : Application filed under Section 11(4) of the Arbitration and Conciliation Act, 1996, praying (i) to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the Arbitration Agreement i.e., Loan cum Hypothecation Agreement for Equipment Finance dated 6th October 2023 read with the Master Terms and Conditions for Auto Loan and Equipment Finance registered on 6th November 2018, with the O/o.Joint Sub-Registrar under Registration No.8978-2018; (ii) direct the respondent to pay the costs; and (iii) grant such further reliefs as this Court may deem fit under the circumstances of the case

For Petitioner : Mr.Gaurav Chatterjee

For Respondent : No Appearance

ORDER

This petition has been filed under Section 11(4) 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 09.09.2025, this Court passed the following order:

“This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] vide the loan cum hypothecation agreement for equipment finance dated 06.10.2023.

2. *The agreement provides for referring the dispute for Arbitration under clause 13 and the same is extracted hereunder:-*

13. Arbitration:-

If any dispute, difference or claim arises between any of the Obligor 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 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 parties in Serial No. 13(e) of Annexure 1 hereto of the Agreement. The Party Invoking the 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:

Confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimants within a period of ten (10) days from the date of notice (notice Period); of



(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 solo arbitrator will be appointed by a Court having jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1995 together with its amendments, any statutory modifications or re-enactment 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 Obligor.

3.The trigger notice under Section 21 of the Act was issued on 20.09.2024 and the same has also been received by the respondents. Since there was no response, the present petition has been filed before this Court.

4. Notice and private notice to the respondents returnable by 13.10.2025.



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5. *Post this case for hearing on 13.10.2025.”*

3. Pursuant to the above order, notice was served on the respondents and affidavit of service has been filed. There is no appearance for the respondents either in person or through counsel.

4. Heard Mr.Gaurav Chatterjee, 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, which contains an arbitration clause, this Court is inclined to appoint an arbitrator.

6. In view of the above, Mr.N.Manokaran, Advocate, having Office at : I Floor, Shree Evara, 5/1, 3rd Lane Behind India Cements Coromandel Tower, Karpagam Avenue, Raja Annamalaipuram, Chennai – 600 028, Ph.No.94441-70271, is appointed as sole Arbitrator and the Arbitrator is requested to adjudicate the arbitral dispute that were arising between the parties by holding



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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.

27-10-2025

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N. ANAND VENKATESH., J

ds

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