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



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-11-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 497 of 2025

M/s Shriram Finance Limited
(Formerly Known as M/s.Shriram
Transport Finance Company Limited)
Rep by its Authorised Signatory
Mr.S.Jayakumar
New No.70, Old No. 27, S-4, 2nd Floor,
North Mada Street, Mylapore
Chennai-600004

Petitioner

Vs

1. Mr.Prabhakaran.E
S/o.Mr.Ethiraj
No.33/21A, Ranganathan Nagar
Puthagaram Teachers Colony
Kolathur, Chennai-600099

2. Mrs.Anusuyae
W/o.Mr.Prabhakaran.E
No.33/21A, Ranganathan Nagar
Puthagaram, Teachers Colony
Kolathur, Chennai-600099



3. Mr.Velu
S/o.Mr.Palani
O.No.6A, N.No.44/A
Ramnagar 2nd Main Road
Peravallur, Chennai-600 082

Respondents

PRAYER

To appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said Loan cum Hypothecation agreement dated 01.03.2018

For Petitioner: Mr.M.Karthikeyan for
Mr.A.Damodaran

For Respondents: No appearance

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 loan cum hypothecation agreement dated 01.03.2018.

2. When this petition came up for hearing on 25.08.2025, 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 Loan cum Hypothecation



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Agreement dated 01.03.2018. There exists an arbitration clause in the Loan cum Hypothecation agreement dated 01.03.2018 and the same is reproduced hereunder:

“22(a) All disputes, differences, and / or claim arising out of or in connection with this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the sole arbitration of an Arbitrator nominated by the Lender. The award given by such an arbitrator shall be final and binding on the parties to this Agreement.

(b) The venue of arbitration proceedings shall be at Chennai. The language of arbitration shall be English.

(c) The arbitrator so appointed herein above, shall also be entitled to pass an Award on the hypothecated asset and also on any other securities furnished by or on behalf of the Borrower.”

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 29.04.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondents have not sent any reply to the arbitration invocation notice dated 29.04.2025.

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 22.09.2025. Private notice is also permitted.

5. Post the matter on 22.09.2025. ”

3. Pursuant to the above order, the private notice that was sent to the respondents was returned. Hence, this Court ordered paper publication and notice to the respondents on 13.10.2025 and the same was served on the respondents. Even though the names of the respondents are printed in the cause list, there is no appearance either in person or through counsel.

4. In view of the above, this Court finds that there is a valid agreement in line with Section 7 of the Arbitration and Conciliation Act, 1996, which contains an arbitration clause. Hence this Court is inclined to appoint a sole Arbitrator in this case. Accordingly, Mr.R.Singaravelan, Senior Advocate, having address for service at No.64/108, 1st Floor, Catholic Centre, Armenian Street, Chennai 600 001, Mobile No.9677185695, email: vakkilshiva@gmail.com is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the loan cum hypothecation agreement dated 01.03.2018, 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.

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

03-11-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

SS

To

1. Mr.R.Singaravelan

Senior Advocate

No.64/108, 1st Floor

Catholic Centre

Armenian Street

Chennai 600 001

Mobile No.9677185695

email: yakkilshiva@gmail.com

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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