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Arb O.P(COM.DIV.) No. 5
of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-11-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 503 of 2025

M/s TVS Credit Services Ltd
Having its registered office at
Chaitanya No.12,
Khader Nawaz Khan Road,
Nungambakkam, Chennai 600 006
Corp Office at:
No.29, Jayalakshmi Estates, Third
Floor, Haddows Road,
Nungambakkam, Chennai,
Tamil Nadu 600 006
represented by its Authorised Signatory
Ms.Monisha

Petitioner(s)

Vs

1. M/s.Kamdar Plastics
Rep.by its Authorised Signatory
Gala No.5, Nirman Industrial Estate,
New Link Road, Malad West,
Mumbai, Maharashtra 400 064



2. Mr.Bhavik Kamdar
S/o. Vasantraai Kamdar,
101, Aum Shree Amarnath Dham,
Ram Nagar, Next to Geetanjali
Derasar, Borivali West,
Mumbai Suburban,
Maharashtra 400092

3. Mrs.Lataben Vasantraai Kamdar
D/o. Popatlal Motani,
102, Akashdeep, Sodawala Lane,
Govind Nagar Main Road,
Borivali West, Mandapeshwar,
Mumbai, Maharashtra 400103

4. Mr.Praful Vasantraai Kamdar
S/o. Vasantraai Kamdar,
102, Akashdeep, Sodawala Lane,
Govind Nagar, Borivali West,
Mumbai, Maharashtra 400092

5. Mr.Punit Praful Kamdar
S/o. Praful Vasantraai Kamdar,
102, Akashdeep, Sodawala Lane,
Govind Nagar, Borivali West,
Mumbai, Maharashtra 400092

Respondent(s)

PRAYER

To appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the Loan cum Guarantee Agreement for business loan dated 31.07.2024



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For Petitioner(s): Mr.M.Arunachalam

For Respondent(s): 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 guarantee agreement dated 31.07.2024.

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 Guarantee Agreement dated 31.07.2024. There exists an arbitration clause in the Loan cum Guarantee Agreement dated 31.07.2024 and the same is reproduced hereunder:

“15. *Arbitration*

If any dispute, difference, or claim arises between any of the Obligors 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 the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done



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pursuant to the Facility Documents, the same shall be settled by arbitration by a sole arbitrator to be appointed by any of the following institutions :

a. The Council for National and International Commercial Arbitration having its office at Unit No.208, 2 nd Floor, Beta Wing, Raheja Towers, Nos.113- 134, Anna Salai, Chennai – 600002

(or)

b. Centre for Online Resolution of Disputes having its officer at F-14, 3 rd Cross, Manyata Residency, Manyata Tech Park, Bengaluru – 560045

(or)

c. Madras Alternative Dispute Resolution Centre having its office at C-40, 2 nd Floor, 2 nd avenue, Anna Nagar West, Chennai - 600040

(or)

d. ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar, Bengaluru – 560052

(or)

e. Madras Arbitration Solutions LLP, 11/16, Francis Joseph Street, Parrys, Chennai – 600001

(or)

Any arbitral institution designated under the provisions of the Arbitration or Conciliation Act, 1996 (“the Act”) or any panel of arbitrators maintained under the provisions of that Act.

Hereinafter referred to as (“Institution”) in accordance with the rules of the Institution as prevailing and as amended from time to time. The arbitration proceedings shall be based on documents only which shall be conducted through exchange of e-mail and/or any other mode of electronic communication as permitted by the rules of the Institution or through an online dispute resolution by the web portal offered by the Institution.



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The parties hereby agree that the arbitral proceeding shall be conducted in electronic mode and all pleadings and documents will be exchanged electronically. There shall be no in-person and/or oral hearings except in certain exceptional circumstances as the sole arbitrator may deem fit upon the request of either of the parties. In such instances, the hearings shall be conducted virtually at the sole discretion of the arbitrator. The seat of arbitral for all purposes shall be deemed to be at such place as mentioned in Item No.14 of Annexure I of the Agreement. The language of arbitral proceedings shall be English. In the event the arbitrator to whom the matter is originally referred, resigns or dies or is unable to act for any reason, the Institution shall appoint another person in his/her place to act as arbitrator who shall proceed with the reference from the stage at which it was left by his/her predecessor. The arbitrator so appointed shall have the power to pass an award and also to pass interim orders/ directions as may be appropriate to protect the interest of the parties pending resolution of the dispute. A certified copy of the award passed by the arbitrator, a digitally signed copy of the same or a scan copy of the same shall be sent to the parties through e-mail or any other electronic mode including the web portal as the Institution deems fit which shall be considered as a signed copy. All notices, processes and communications between the parties with respect to the arbitration proceedings shall be through e-mail or any other mode of communication permitted by the Institution notwithstanding the notice clause contained in the Agreement which shall continue to apply to all other communications between the parties. It shall be the responsibility of the Lender and Obligor(s) to maintain sufficient space in the e-mail account and/or in any other mode of electronic account(s) and also to have supporting applications/software in their compute/mobile/any other electronic device to access the electronic documents sent to



them. It shall also be the responsibility of the Lender and Obligor(s) to save the emails in the address book. The delivery of emails to spam, promotion, etc., shall also be a deemed delivery.

The courts at such place as mentioned in Item No.14 of Annexure I of the Agreement shall have exclusive jurisdiction in respect of matters arising under this Agreement including any application for setting aside the award/appeal and the Lender/Obligor(s) shall not object to such jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Borrower.”

3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 10.06.2025 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The respondents have chosen not to send any reply.

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.”



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3. Pursuant to the above order, private notice was served on the first respondent. However, the private notice that was sent to the respondents 2 to 5 came to be returned with an endorsement “left”. Therefore, this Court directed the learned counsel for petitioner to effect substituted service on the respondents 2 to 5 and accordingly, substituted service has been taken on the respondents and affidavit of service has also been filed. Even though the names of the respondents are printed in the cause list, there is no appearance either in person or through counsel.

4. It is seen that there is a valid agreement between the parties in line with Section 7 of the Arbitration and Conciliation Act, 1996, which contains an arbitration clause. Hence, Mr.Vaibhav R.Venkatesh, Advocate, having address for service at H-5/6, New No.23, Pari Street, Kalakshetra Colony, Besant Nagar, Chennai 600 090, Mobile No.98849 29222 / 96001 36665, email: vaibhav.juris@gmail.com is appointed as the sole Arbitrator and the learned Arbitrator is requested to enter upon reference qua the loan cum guarantee agreement dated 31.07.2024, 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.



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

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes/No

Neutral Citation: Yes/No

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To

1. Mr.Vaibhav R.Venkatesh
H-5/6, New No.23, Pari Street
Kalakshetra Colony
Besant Nagar
Chennai 600 090
Mobile No.98849 29222 / 96001 36665
email: vaibhav.juris@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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N.ANAND
VENKATESH J.

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