



WEB COPY



Arb.O.P.(Comm.Div.) No.410 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON :28.01.2025

DELIVERED ON: 31.01.2025

CORAM

THE HONOURABLE **MR.JUSTICE P.B.BALAJI**

Arb.O.P.(Comm.Div.) No.410 of 2024

M/s Sriram Transport Finance Co Ltd.,
(now Shriram Finance Ltd.,)
Rep by its Authorised representative,
Registered Office at Sri Towres,
No.14A, South Phase, Industrial Estate,
Guindy, Chennai-600 032

... Petitioner

VS.

1. M/s Imprints Infrastructure and Logistics Limited,
Represented by its Authorised Signatory,
Managing Director,
Ashok Chattaraj
17/7, Ali Asker Road,,
Cunningham Road,
Bangalore,
Karnataka – 560 052.

Also at,

4, Octavius Co.Op Hsg.Soc.,
Hiranandani Gardens, Powai,
Powai lit.,
Mumbai, Maharashtra-400076.



Also at

No.607, ATL Corporate Park,
72, Sakti Vihar Road, Powai,
Mumbai, Maharashtra-400 072.

2. D. Kiran Dattatraya Salunke

... Respondents

PRAYER: Arbitration Original Petition filed under Sections 11 (6) of the Arbitration and Conciliation Act, 1996, to appoint a sole arbitrator to adjudicate over the dispute arising out of Loan cum Hypothecation Agreement dated 27.08.2022 between the Petitioner and the Respondent.

For Petitioner : Mr.A.Sanjay Arvind
For Mrs.V.Pushpa

For Respondents : No appearance

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter called as 'the Act') to appoint an Arbitrator in respect of the Loan cum Hypothecation Agreement dated 27.08.2022 between the petitioner and the respondent.

2. I have heard Mr.A.Sanjay Aravind, learned counsel for



Mrs.V.Pushpa, counsel for the petitioner

WEB COPY

3. Despite service of notice on the respondents, the respondents have neither chosen to appear before this Court in person nor through Counsel. The respondents were called and set exparte. I have gone through the documents, filed in support of the application filed under Section 11 of the Arbitration and Conciliation Act, 1996.

4. The claim of the petitioner arises under Working Capital Loan Agreement dated 27.08.2022. The respondents have committed default necessitating the petitioner to invoke Arbitration clause by issuing notice on 04.06.2024. Despite such notice, the respondents have not chosen to settle the claim of the petitioner.

5. The above Original Petition has been filed under Section 11 (6) for appointment of the sole Arbitrator. The respondents have not appeared to contest the matter before this Court. I have also gone through the Loan cum Hypothecation agreement dated 27.08.2022 which contains a valid Arbitration Clause at Clause-7. Therefore, there is no impediment for



appointment of Arbitrator to enable the parties to resolve the dispute before
the Arbitrator.

6. Accordingly, this Court is inclined to appoint a sole Arbitrator viz., **Hon'ble Mr.Justice Mr.M.Vijayaraghavan (Retd.), New No.2/15, Dr.T.V.Naidu Road, Flat No.2-B, Abirami Foliage, Chetpet, Chennai- 600 031 (Mobile No.9003268968)** as the Sole Arbitrator. The sole Arbitrator is directed to enter upon reference and adjudicate the dispute in accordance with law.

7. The learned Arbitrator is entitled to fix his fees as per the Schedule-IV to the Act. This Court further requests the learned Arbitrator to endeavor to decide the dispute as expeditiously as possible, however, not later than six (6) months from the date of his entering into reference.

8. Accordingly, this Arbitration Original Petition is allowed.

31.01.2025

SR
Index : Yes / No



WEB COPY

Internet : Yes / No



Arb.O.P.(Comm.Div.) No.410 of 2024

P.B.BALAJI,J.,

SR

Pre-Delivery Order in

Arb.O.P.(Comm.Div.) No.410 of 2024

31.01.2025