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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. 502 of 2025

M/s TVS Credit Services Ltd
Having its registered office at
Chaitanya No.12,
Khader Nawaz Khan Road,
Nungambakkam,
Chennai 600006
Corp Office at
No.29, Jayalakshmi Estates, Third Floor
Haddows Road, Nungambakkam
Chennai, Tamil Nadu 600006
represented by its Authorised Signatory
Ms.Monisha

Petitioner(s)

Vs

1. M/s Kamdar Plastics Private Limited,
Rep.by its Authorised Signatory
Gala No.5, Nirman Industrial Estate
Link Road, Malad West, Mumbai
Maharashtra 400064



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

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

Respondent(s)

PRAYER

To appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the Loan agreement for business loan dated 27.09.2023 along with supplemental loan agreement dated 22.04.2024

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 agreement dated 27.09.2023 and supplemental loan agreement dated 22.04.2024.



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 following contracts :-

- (a) Loan Agreement dated 27.09.2023;
- (b) Supplemental Loan Agreement dated 22.04.2024.

3. There exists an arbitration clause in the Loan Agreement dated 27.09.2023, which has been incorporated in the Supplemental Agreement dated 22.04.2024 and the same is reproduced hereunder:

“26. Arbitration

All disputes, differences and/or claims arising out of this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and 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 arbitrator shall be final and binding on the parties to this Agreement. In the event of an appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, the Lender, on such death of the arbitrator or his inability or unwillingness to act as arbitrator, shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it is left by his predecessor. The venue of arbitration proceedings shall be at Chennai. The Borrower agrees to a fast track



arbitration to be disposed of within 90 days from the date of reference.”

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4. 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 not sent any reply.

5. 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.

6. Post the matter on 22.09.2025.”

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 & 3 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 & 3 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 agreement dated 27.09.2023 and the supplemental loan agreement dated 22.04.2024, 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.

13-11-2025

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes/No

Neutral Citation:Yes/No

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To

1. Mr.Vaibhav R.Venkatesh
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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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