



Arb.O.P.(Com.Divn.) No.547 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.547 of 2025

M/s.Five Star Business Finance Limited
Regd Office at :
New No.27 (Old No.4) Taylors Road
Kilpauk, Chennai – 600 010.
Represented by its Authorised Signatory
Madhusandhan Someswaran

.... Petitioner

Vs

1.Tabassum
W/o.Mohamed Ghouse Peer
Gubbi Taluk
Clikka Kumala, Kadaba, Tumkur District
Karnataka – 572 219.

2.Mohmed Ghouse Peer
S/o. Mohamed Ismail
Gubbi Taluk
Clikka Kumala, Kadaba, Tumkur District
Karnataka – 572 219.

3.Tabraz
S/o. Gouse Peer
Gubbi Taluk
Clikka Kumala, Kadaba, Tumkur District
Karnataka – 572 219.

..... Respondents



Prayer : Application filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator to adjudicate the differences and disputes between the petitioner and the respondents under the Loan Agreement dated 19.03.2019 bearing Reference No.FSKALALONS000005080509 and pass orders.

For Petitioner : Mr.P.Suresh

For Respondents : No appearance

ORDER

This petition has been filed under Section 11(6) 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 respondents.

2. When the matter came up for hearing on 10.09.2025, this Court passed the following order:

“The parties are governed by a loan agreement dated 19.03.2019, which provides for referring the disputes to the Arbitrator in Article 10 of the agreement. The trigger notice



Arb.O.P.(Com.Divn.) No.547 of 2025

dated 27.05.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was issued to the respondents.

2. Notice to the respondents returnable by 13.10.2025.

Private notice is also permitted.

Post on 13.10.2025”

3. Pursuant to the above order, notices were taken on the respondents.

The affidavit of service filed by the petitioner would show that the notices attempted to be served on the respondents were returned with endorsement “Refused”. Hence, it is a deemed service. There is no appearance for the respondents either in person or through counsel.

4. Heard Mr.P.Suresh, 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, and it contains an arbitration clause, this Court is inclined to appoint an arbitrator.

6. In view of the above, Ms.Narmadha Sampath, Advocate, having Office



Arb.O.P.(Com.Divn.) No.547 of 2025

at New No.30, Old No.88, 'AA Block', Anna Nagar, Chennai – 600 040,

Ph.No.9884111999, Email ID: narmadhasampath@gmail.com is appointed as

sole Arbitrator and the Arbitrator is requested to adjudicate the arbitral dispute that were arising between the parties by holding 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

ds



WEB COPY



Arb.O.P.(Com.Divn.) No.547 of 2025

N. ANAND VENKATESH., J

ds

Arb.O.P.(Com.Divn.) No.547 of 2025

27.10.2025