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Arb.O.P. (Com.Div.) Nos.270 to 274 of 2024 and
A.Nos.3630, 3632, 3635, 3637 & 3638 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.07.2025

CORAM

THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE

Arb.O.P. (Com.Div.) Nos.270 to 274 of 2024 and
A.Nos.3630, 3632, 3635, 3637 & 3638 of 2024

M/s.IndusInd Bank Limited,
rep. by its Authorised Signatory
P.Vignesh Kumar Executive-Legal ... Petitioner in all cases

Versus

M/s.Parivahan Road Carriers ... Respondent in all cases
Prayer: Arbitration Original Petition (Commercial Division) filed under
Section 34 of the Arbitration and Conciliation Act, 1996 to set aside the
Award dated 21.02.2023 passed by the learned Arbitrator, Mr.Vishal
Chauhan and to direct the respondent to pay the costs.

For Petitioner : Mr.S.P.Mano Bharath

For Respondent : Mr.C.V.Kumar

COMMON ORDER

These petitions have been filed, challenging the impugned arbitral
awards passed in favour of the respondent against the petitioner.



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2.The petitioner has challenged the impugned arbitral award on the ground that the award has been passed unilaterally by an Arbitrator, appointed by the respondent.

3.Learned counsel for the respondent also fairly submits that the respondent did not obtain the consent of the petitioner before appointing the Arbitrator.

4. The petitioner did not participate in the arbitral proceedings. The petitioner is the financier and the respondent is the borrower. The petitioner also claims that the respondent is a defaulter in the re-payment of the loan, which is disputed by the respondent.

5.Since the law is now well settled that in the case of an Arbitral award passed by an Arbitrator, appointed unilaterally by any of the parties to the dispute, the said arbitral award is bad in law. Therefore, in view of the well settled law that when the petitioner has not given consent for the appointment of the Arbitrator, who has passed the impugned arbitral award,



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and has also not participated in the arbitration, the impugned arbitral award has to be necessarily set aside by this Court under Section 34 of the Arbitration and Conciliation Act, 1996, which is not in accordance with the well settled law laid down by the Hon'ble Supreme Court in **Perkins Eastman Architects DPC and another vs. HSCC (India) Limited reported in (2020) 20 SCC 760.**

6.For the foregoing reasons, the impugned Arbitral Award, which is the subject matter of these petitions, is hereby set aside and these petitions are allowed as prayed for by granting liberty to both the petitioner as well as the respondent to initiate fresh arbitration in accordance with law. No costs. Consequently, connected applications are closed.

14.07.2025

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ABDUL QUDDHOSE, J.

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