



WEB COPY



Arb.O.P (Com.Div.) No.93 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.04.2025

CORAM

**THE HON'BLE Mr. JUSTICE ABDUL QUDDHOSE**

**Arb.O.P (Com.Div.) No.93 of 2025**

M/s.ARKA Fincap Limited,  
rep. by its Authorised Signatory

... Petitioner

Versus

1.M/s.Hospital Equipments Corporation

2.Ayyappan P.

3.Vimala

... Respondents

Prayer: Arbitration Original Petition (Commercial Division) filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 to appoint an Arbitrator in terms of the Arbitration and Conciliation Act, 1996 to resolve the issue, claim and difference between the parties as per Clause 22 of the said Facility Agreement dated 14.11.2023.

For Petitioner : Ms.K.Indumathi for  
Mr.V.Balasubramani

For Respondents : Set exparte



**ORDER**

**WEB COPY** As directed by this Court, the petitioner has effected Substituted Service on the respondents by effecting paper publication. The affidavit of service enclosing the paper publication has been filed. The respondents remain un-represented despite effecting substituted service. The names of the respondents are also printed in the cause list today. Hence, the respondents are set exparte by this Court.

2.This petition has been filed under Section 11 of the Arbitration and Conciliation Act, seeking for the appointment of an Arbitrator by this Court.

3.There seems to be a dispute between the petitioner and the respondents arising out of the Loan Agreement dated 14.11.2023. There exists an arbitration clause in the loan agreement and the same is extracted hereunder:

*'This agreement shall be governed by the laws of India.  
The parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, this or any other relevant document shall be referred to a sole arbitrator, to be appointed*



WEB COPY

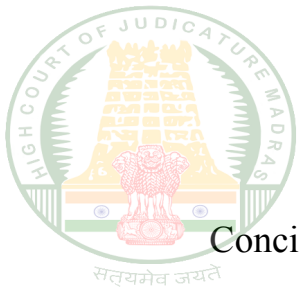


Arb.O.P (Com.Div.) No.93 of 2025

*by the Lender. The place of the arbitration proceeding shall be in Mumbai, Maharashtra, India. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award if a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.'*

4.The petitioner has invoked arbitration by issuing notice to the respondents on 18.05.2024 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been received by the petitioner for the same. Since there is no consensus between the parties with regard to the name of the Arbitrator, the petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator by this Court.

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 complied with the requirements of Section 21 of the Arbitration and



Conciliation Act, 1996 by issuing notice to the respondents on 18.05.2024

WEB COPY

and since no reply has been received for the same and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court will have to necessarily appoint an Arbitrator as prayed for in this petition.

6.For the foregoing reasons, this Arbitration Original Petition is allowed by issuing the following directions:

(a)This Court appoints Mrs.Chitra Narayan, Advocate, having address at 3E, Kgeyes Eternity, Parvathy Street, Kalakshetra Colony, Besant Nagar, Chennai - 600 090, Mobile No.90940 31934 as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondents, arising out of the Loan Agreement dated 14.11.2023, on merits and in accordance with law;

(b)The Arbitrator shall be paid her remuneration/fees in accordance with the 4<sup>th</sup> Schedule of the Arbitration and Conciliation Act, 1996;

(c)Both the parties shall equally share the Arbitrator's fees;



Arb.O.P (Com.Div.) No.93 of 2025

WEB COPY

(d)The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

No costs.

23.04.2025

vga



WEB COPY



Arb.O.P (Com.Div.) No.93 of 2025

**ABDUL QUDDHOSE, J.**  
vga

**Arb.O.P (Com.Div.) No.93 of 2025**

**23.04.2025**