



Arb.O.P.(Com.Div.) No.705 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.12.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arb.O.P.(Com.Div.) No.705 of 2025

M/s.TVS Credit Services Ltd.,
Having its registered office at
Chaitanya No.12, Khader Nawaz Khan Road,
Nungambakkam, Chennai – 600 006.
Corp Office at
No.29, Jayalakshmi Estates, Third Floor,
Haddows Road, Nungambakkam,
Chennai, Tamil Nadu 600 006.
represented by its Authorised Signatory
Ms.Monisha J

Petitioner

Vs

Mr.Tahir Ali Khan
Proprietor of Kohinoor Enterprises,
602, Twin Star Apartment Rupa Nagar,
Near Kapadia Nagar CST Road,
Kurla West, Mumbai – 400 070.
Also at,
Survey No.96/2, Sasunavghar Village,
Next to Ashok Leyland,
National Highway No.8,
Vasai East, District Palghar – 401 208.
Also at,
Fernandas Compound, Sasunavghar Village,
Mumbai Ahmedabad Highway,
Vasai East District, Thane – 400 070.

Respondent



Arb.O.P.(Com.Div.) No.705 of 2025

Arbitration Original Petition (Com.Div.) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the petitioner and respondent under the Yard Service Agreement dated 22.06.2023.

For Petitioner : Mr.M.Arunachalam

ORDER

When the matter came up for hearing on 17.11.2025, this Court passed the following order:

“This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as 'the Act'] to appoint an arbitrator to resolve the dispute arising out of the Yard Service Agreement dated 22.06.2023.

2. The agreement provides for referring the dispute for Arbitration under Clause 14 and the same is extracted hereunder:-

“14. In case of any discrepancy/dispute arises, whether during or after this Agreement, the same shall be referred to the Sole Arbitrator appointed by the Party of the SECOND PART in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force and the proceedings shall be conducted only at Chennai and the Parties are bound by the award passed by the Arbitrator.”

3. The trigger notice under Section 21 of the Act was issued on 01.09.2025 and the same has also been received by the respondent. Since there was no response, the present petition has been filed before this Court.

4. Notice to respondent returnable by 15.12.2025. Private notice is also permitted.

Post this petition for hearing on 15.12.2025.”



2. Notice has been served on the respondent and affidavit of service has also been filed. The name of the respondent has also been printed in the cause list. However, there is no appearance either in person or through counsel.

3. Heard learned counsel for petitioner and perused the materials available on record.

4. In the considered view of this Court, there is a valid Yard Service Agreement dated 22.06.2023 between the parties in line with Section 7 of the Act. An arbitration clause is also provided under Clause 14 of the agreement.

In view of the above, this Court appoints Dr.R.Gouri, 22, Law Chambers, High Court Buildings, Chennai – 600 104, E-mail:rgouriselvakumar@gmail.com [Mobile No.98407 33669] as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of sole Arbitrator shall be in accordance



WEB COPY



Arb.O.P.(Com.Div.) No.705 of 2025

N.ANAND VENKATESH, J.

gm

with the Madras High Court Arbitration Centre (MHCAC)
(Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this petition is disposed of.

17.12.2025

NCC:Yes/No
gm

Arb.O.P.(Com.Div.) No.705 of 2025