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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-12-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 706 of 2025

M/s.Mercedes - Benz Financial Services
India Pvt. Ltd.,
5th Floor, Plot 8, Baashyam Willow
Square, 9 and 10, First Street,
Thiru Vi Ka Industiral Estae, Guindy,
Chennai - 600 032, Tami Nadu, India.
Represented by its Authorised Signatory,
Mr.S.Sadam Hussain

.. Petitioner

Vs

1. Garg International Yarn
Rep by Mr. Jagmohan Garg, Plot
No.74, Nim Wala Chowk, Ludhiana,
Punjab - 141 001.

2.Jagmohan Garg
HNO 66, Block A Agar
Nagar,Ludhiana, Punjab 141001.

..Respondent(s)

PRAYER

Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator to adjudicate upon the differences and disputes between the parties under the Loan Agreement and Unattested Deed of Hypothecation dated 20.02.2023 bearing Contract No.10154214.

For Petitioner(s): Mr.M.Arunachalam



ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred as 'the Act'] for appointment of sole Arbitrator to adjudicate upon the differences/disputes between the petitioner and the respondents under the loan Agreement dated 20.02.2023.

2. 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 Loan Agreement dated 20.02.2023.

2. The agreement provides for referring the dispute for Arbitration under Clause 76 and the same is extracted hereunder:-

76. Dispute Resolution: All claims and disputes arising under or relating to this Loan Agreement, its interpretation, performance, termination of this Agreement or otherwise in connection with this Agreement ("Dispute") shall be referred to an Arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time, or any re-enactment thereof, to a Sole Arbitrator appointed by Lender. The Arbitration proceedings, any order passed thereto by the Arbitrator including the Award, either interim or final, shall be binding on the parties and shall be conducted in English. It is also expressly agreed by the parties that the place of Arbitration shall be exclusively at Chennai, Tamil Nadu or any other state as may be intimated by the Lender. Any decision or award as a result of any such arbitration



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proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney's fees. The arbitration proceeds shall include a written record of the arbitration hearing.

3. The trigger notice under Section 21 of the Act was issued on 26.08.2025 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.

3.The respondents have been issued with notice and their name has also been printed in the cause list. There is no representation either in person or through counsel.

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

5.This Court is convinced that there is a Loan Agreement dated 20.02.2023 between the parties in line with Section 7 of the Act and agreement also contains the Arbitration Clause.



6. Taking into consideration the facts and circumstances of the case and the materials placed before this Court, this Court proceeds to appoint a sole Arbitrator. Accordingly, Mr. Arun Anbumani, Advocate with address for service at (No.284, Law Chambers, High Court Buildings, Chennai-600 104, Mobile No.9841056005, Email: arunanbumani@gmail.com) is appointed as the sole Arbitrator and the Arbitrator is requested to enter upon reference qua Loan Agreement dated 20.02.2023, adjudicate the arbitral disputes that were arising between the parties. 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 Arbitration Original Petition is disposed of in the above terms.

There shall be no order as to costs.

15-12-2025

Index: Yes/No
Speaking/Non-speaking order
Internet: Yes
Neutral Citation: Yes/No
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N.ANAND VENKATESH J.

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