

ORDER

OC - 13

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/182/2026
SHRIRAM FINANCE LIMITED FORMERLY KNOWN
AS SHRIRAM TRANSPORT FINANCE CO LTD
VS
SANCHITA CHOWDHURY AND ANOTHER

BEFORE
HON'BLE JUSTICE GAURANG KANTH
Date: April 10, 2026.

Appearance:-
Mr. Sourabh Guhathakurata, Adv.
Mr. Abhratanu Sarkar, Adv.
Mr. A. Munshi, Adv.
...for petitioner.

The Court:- The affidavit of service is taken on record. Despite service, none appears on behalf of the Respondents.

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitral Tribunal comprising a Sole Arbitrator to adjudicate the disputes between the parties.

Learned counsel for the Petitioner submits that the Respondents had availed financial assistance from the Petitioner to the tune of Rs. 9,85,000/- for the purchase of a Tata Winger AC – P, pursuant to a Loan Agreement dated 19.11.2018. The Respondents had agreed to repay the said loan in 59 equated monthly instalments. It is further submitted that a top-up loan of Rs. 42,027/- was subsequently granted to the Respondents.

It is contended that the Respondents committed defaults in adhering to the agreed repayment schedule. In view thereof, the Petitioner, by letter dated 13.12.2025, terminated the Loan Agreement and called upon the Respondents to clear the outstanding dues amounting to Rs. 11,30,186/-. Despite receipt of the said notice, the Respondents failed to discharge their liability.

Learned counsel for the Petitioner further submits that the arbitration clause contained in the Loan Agreement dated 19.11.2018 was duly invoked by issuance of a notice dated 21.03.2025 under Section 21 of the Arbitration and Conciliation Act, 1996. Despite receipt of the said notice, the Respondents failed to respond or concur in the appointment of an arbitrator.

In the aforesaid circumstances, the Petitioner has approached this Court seeking appointment of a Sole Arbitrator.

This Court has considered the submissions made and perused the material on record. The disputes between the parties arise out of alleged defaults in repayment of the loan. Prima facie, it appears that the Loan Agreement dated 19.11.2018 contains a valid arbitration clause and that disputes have arisen between the parties in relation thereto. The agreement also confers jurisdiction upon this Court.

In view of the limited scope of examination under Section 11 of the Arbitration and Conciliation Act, 1996, and being satisfied as to the existence of an arbitration agreement and the emergence of disputes between the parties,

this Court is of the view that the present matter deserves to be referred to arbitration.

Accordingly, this Court appoints Mr. Sk Sariful Haque, Advocate (Mob. No. 9674472239), as the Sole Arbitrator to adjudicate the disputes between the parties.

All questions, including those relating to arbitrability, admissibility of claims, limitation, and other issues, are kept open to be urged before the learned Sole Arbitrator.

The appointment of the learned Sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Sole Arbitrator shall be entitled to fix his remuneration in accordance with the Fourth Schedule to the Act.

The Petitioner shall communicate a copy of this order to the learned Sole Arbitrator for necessary action.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)