



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07-04-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb O.P(COM.DIV.) No. 252 of 2026

Kotak Mahinda Bank Ltd.,
Having its Registered Office at
27 BKC, C27, G Block, Bandra Kurla Complex,
Bandra, Mumbai - 400 051,
and a Branch Office at
402 L, Samson Tower, Pantheon Road,
Egmore, Chennai - 600 008.
Represented by its Authorised Signatory
Mr.B.Abhijeet Pujari.

..Petitioner(s)

Vs

Raksha R Kavasia
Happy Napi Sanitary Prod Pv Lt,
Unit 307-8, 3rd Flr Sec 3 Bld 3,
Millenium Busi Park Mahape,
Navi Mumbai - 400 710.

..Respondent(s)

PRAYER: Arbitration Original Petition (Commercial Division) is filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996, pleased to appoint a Sole Arbitrator to adjudicate upon the difference and disputes between the parties under the Personal Loan cum Guarantee Agreement dated 31.07.2021 bearing Contract No. SPLN63928939.

For Petitioner(s):

Mr.RA. Sivadhara Adiyaman
for M/s.GNP Legal



ORDER

Relying on the arbitration clause in personal loan cum guarantee agreement dated 31.07.2021, the petitioner has applied for appointment of a sole arbitrator.

2. The arbitration clause reads as under:

“10.15. This Agreement shall be construed and governed in accordance with and governed by the laws of India. The Parties hereto expressly agree that all disputes arising out of and / or relating to this Agreement including any related documents shall be subject to the exclusive jurisdiction of the Courts / Tribunals of the place / governing the place having territorial jurisdiction over the place in which the Branch Office is situated. Provided this clause shall not restrict the Bank and the Bank shall be entitled to initiate / take proceedings relating to a dispute in any Courts / Tribunals of any other place which has jurisdiction. Provided further that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, to be conducted by a sole arbitrator, appointed by the Bank. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the Parties. The cost of such arbitration shall be borne by the losing Party or otherwise as determined in



the arbitration award. The venue of arbitration shall be the city in which the Branch Office is situated or such other place as may be determined by the Bank. 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."

3. As is evident from the above clause, parties have agreed that all disputes shall be subject to the exclusive jurisdiction of Courts of the place having territorial jurisdiction over the branch office. The petitioner has filed the statement of accounts of the respondent. Such statement of accounts discloses that the Mumbai Branch of the petitioner extended the loan. The respondent is also based in Navi Mumbai.

4. In the above facts and circumstances, this petition does not lie before this Court. By leaving it open to the petitioner to approach the Bombay High Court for appointment, this petition is disposed of. No costs.

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Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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