



Arbitration Original Petition (Com.Div) No.567 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.02.2026

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div) No.567 of 2025

Tata Capital Limited,
By its Associate Legal Remedial,
R.Kamalakannan,
Having its office at
1st Floor, Centennial Square,
6A-Dr.Ambedkar Salai,
Kodambakkam, Chennai – 600 024.

.... Petitioner

Vs.

Agarwal Steels,
Ground Floor, No.T4 D,
Opposite Ksside Peenya Police Station Road,
Peenya I Stage,
Bangalore, Karnataka – 560 058.

.... Respondent

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said agreement dated 23.09.2023 in respect of contract bearing No.TCFBL0485000012340525.

For Petitioner : Mr.N.K.Vanan

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] for appointment of an Arbitrator to decide the dispute and differences between the petitioner and the respondent in terms of the Loan



Agreement dated 23.09.2023.

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2. When the matter came up for hearing on 17.09.2025, this Court passed the following order:

“This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the Act] to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the loan agreement dated 23.09.2023.

2. The agreement provides for referring the dispute for Arbitration under clause 9 and the same is extracted hereunder:-

9. ARBITRATION:

If any dispute, difference or claim arises between any of the obligors and the lender in connection with the facility or as to the interpretation, validity, implementation or effect of the facility documents or as to the rights and liabilities of the parties under the facility documents or alleged breach of this facility documents or anything done or omitted to be done pursuant to the facility documents, the same shall be settled by arbitration by a sole arbitrator to be appointed by any of the following institutions:

A) The Council for National and International Commercial Arbitration having its office at Unit No.208, 2ndFloor Beta wing, Raheja Towers, NCS 113-114, Anna Salai, Chennai-600002.

B) Centre for Online Resolution of Disputes having its office at F-14, 3rd Cross , Manyata Residency, Manyata Tech Park, Bengaluru-560045.

C) The Centre for Alternative Dispute Excellence having its office at 107 C Mulberry Woods, Janata colony, Cameleram station Road, Dodd kanneli, Bengaluru-560035.

D) ADR E-Sarvatra Private Limited having its office at 63, Palace Road, Vasanth Nagar,Bengaluru-560052

E) Any arbitral institution designated under the provisions of the Arbitration or Conciliation Act,1996 (the Act”) or



any panel of arbitrators maintained under the provisions of that act.

Hereinafter referred to as (“Institution”) in accordance with the rules of the Institution as prevailing and as amended from time to time.

The arbitration proceedings shall be based on documents only which shall be conducted through exchange of e-mail and/or any other mode of electronic communication as permitted by the rules of the institution or through an online dispute resolution by the web portal offered by the institution. The parties hereby agree that the arbitral proceeding shall be conducted in electronic mode and all pleadings and documents will be exchanged electronically. There shall be no in person and/or oral hearings except in certain exceptional circumstances as the sole arbitrator may deem fit upon the request of either of parties in such instances, the hearings shall be conducted virtually at the sole discretion of the arbitrator. The seat of arbitration for all purposes shall be deemed to be at such place as mentioned in item No.14 of Annexure 1 of the Agreement. The language of arbitral proceedings shall be English.

In the event the Arbitrator to whom the matter is originally referred resigns or dies or is unable to act for any reason, the Institution shall appoint another person in his/her place to act as arbitrator who shall proceed with the reference from the stage at which it was left by his/her predecessor.

The arbitrator so appointed shall have the power to pass an award and also to pass interim orders/direction as may be appropriate to protect the interest of the parties pending resolution of the dispute. A certified copy to the award passed by the arbitrator, a digitally signed copy of the same or a scan copy of the same shall be sent to the parties through e-mail or any other electronic mode including the web portal as the institution deems fit which shall be considered as a signed copy.

All notices, processes and communications between the parties with respect to the arbitration proceedings shall be through-mail or any other mode of communication permitted by the Institution notwithstanding the notice clause, contained in the Agreement which shall continue to apply to all other communication between the parties.

It shall be the responsibility of the lender and Obligation to maintain sufficient space in the e-mail account and/or



in any other mode of electronic accounts and also to have supporting applications/software in their computer/mobile/any other electronic device to access the electronic documents sent to them. It shall also be the responsibility of the Lender and Obligations to save the emails in the address book. The delivery of emails to spam, promotion etc shall also be a deemed delivery.

The courts at such place as mentioned in item No14 of Annexure 1 of the Agreement shall have exclusive jurisdiction in respect of matters arising under this Agreement including any application for setting aside the award/appeal and the Lender/Obligations shall not object to such jurisdiction.

The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enhancement thereof for the time being in force. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Borrower.

3. The trigger notice under Section 21 of the Act was issued on 23.04.2025 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 the respondents returnable by 13.10.2025. Private notice is also permitted.

5. Post this case for hearing on 13.10.2025.”

3. Thereafter, the matter was listed for hearing on 27.10.2025 and 08.12.2025 and this Court passed the following order:

27.10.2025:

“Learned counsel for the petitioner submitted that the private notice sent to the respondent has been returned with an endorsement “door locked”. Affidavit of service has also been filed.



2. In view of the above, there shall be a direction to learned counsel for petitioner to effect notice to respondent through paper publication in a widely published newspaper at Karnataka. The paper publication shall be effected on or before 07.11.2025 and notice shall be returnable by 17.11.2025.

Post on 17.11.2025.”

08.12.2025

“Affidavit of service has been filed and it is seen that notice sent to respondent has been returned with an endorsement ‘door locked’.

2. In view of the above, there shall be a direction to learned counsel for petitioner to effect notice to respondent through paper publication in a widely published newspaper at Karnataka. The paper publication shall be effected on or before 19.12.2025 and notice shall be returnable by 12.01.2026.

Post on 12.01.2026.”

4. Paper publication was effected on 09.01.2026 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 representation on the side of respondent either in person or through a pleader. This Court finds that the parties are governed by a loan agreement dated 23.09.2023, which provides for referring the disputes to the Arbitrator in Clause 9 of the agreement.

N.ANAND VENKATESH, J.



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5. In view of the above, this Court appoints Ms.V.Pushpa, Advocate, No.16, Old No.27, Arundale Beach Road, Kalakshetra Colony, Besant Nagar, Chennai – 600 090, E-mail:pushpaadvocate@gmail.com [Mobile No.94444 03567] 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 with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this petition is disposed of.

16.02.2026

Index:yes/no
Speaking Order/Non-speaking order
NCC:yes/no
gm

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