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Arbitration Original Petition (Com.Div.) No.586 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.01.2026

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.586 of 2025

1. Mrs. Gobergod Santhi Bai,
Director of M/s.Digital Storm
Pictures Pvt. Ltd.,
No.3, KRS Nagar Dharapadavedy,
Katpadi Taluk, Vellore 632 007.
2. Mr.Raja Bose
Latteri Colony Latteri Post,
Katpadi Vellore, Tamil Nadu 632 202.
3. M/s.Digital Storm Pictures Pvt.Ltd.,
No.1/70, NSRA Complex Venkatachalapuram,
Virudhunagar, Sattur 626 203.
Presently Office at: 369/2, RH Complex,
Chennai Road, VIT, Brahmapuram,
Vellore 632 014.

.... Petitioners

Vs.

Mr.Muthaiah Shanmugasundaram

.... Respondent

Arbitration Original Petition (Com.Div.) filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, praying to appoint an Arbitrator to decide the disputes and difference between the petitioner and respondents in terms of Loan Agreement dated 11.04.2025.

For Petitioner : Mr. S. Lakshmi Narayanan

For Respondents : Ms.R.Reka
for M/s.Dharam Ramachandran



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 respondents in terms of the Loan Agreement dated 11.04.2025.

2. When this petition came up for hearing 19.09.2025, 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 an arbitrator to resolve the dispute arising out of the loan agreement dated 11.04.2025.

2. The agreement provides for referring the dispute for Arbitration under clause 22 and the same is extracted hereunder:

22. ARBITRATION 22.1. Notwithstanding anything contained in this Agreement, in the event of a dispute or difference ("Dispute") relating to any of the matters set out in this Agreement, the Parties shall discuss in good faith to resolve the Dispute. In case the Dispute is not settled within 15 (Fifteen) calendar days, it shall be referred to arbitration in accordance the terms of this Agreement. 22.2. All such Disputes that have not been satisfactorily resolved under the preceding sub-clause within the time-period provided for therein shall be referred to arbitration before a single arbitrator to be jointly appointed by the Parties to the Dispute. The arbitration proceedings shall be carried out in accordance with the rules laid down by The Arbitration and Conciliation Act, 1996 as in effect at the time of the Dispute, and the place of arbitration shall be Chennai, India. The arbitration proceedings shall be conducted in the English language. 22.3. The Parties further agree that the relevant courts of competent jurisdiction, as well as the arbitrator/arbitral tribunal, shall have the jurisdiction to entertain any proceedings for interim relief related to this agreement whether during pendency, or after expiry or termination and award such reliefs.

3. The trigger notice under Section 21 of the Act was issued on 08.07.2025 and the same has also been received by the respondent. Since there was no response, the present petition has been filed before this Court.



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4. Notice to the respondent returnable by 27.10.2025.
Private notice is also permitted.
5. Post this case for hearing on 27.10.2025 .

3. After service of notice, the matter was listed for hearing before the Court.

4. This Court heard the counsel appearing on either side and carefully perused the materials available on record.

5. There is a valid agreement between the parties in line with section 7 of the Act and it also contains arbitration clause.

6. Trigger notice has already been issued on 08.07.2025.

7. This Court finds that the parties are governed by a loan agreement dated 11.04.2025, which provides for referring the disputes to the Arbitrator in clause 22 of the agreement.

8. In the light of the above discussion, this Court appoints Mr.Karthik Seshadhri, Advocate, No.144, Law Chambers, High Court Buildings, Chennai 600 104, Cell:840015394 as the sole Arbitrator and



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N.ANAND VENKATESH, J.

Msr

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.

12.01.2026

msr

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