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Arbitration Original Petition (Com.Div.) No.700 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.01.2026

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.700 of 2025

M/s. Shriram Finance Limited,
(Formerly known as M/s.Shriram Transport
Finance Company Limited),
represented by its Authorised Signatory
Mr.S.Vinoth Kumar,
No.26, First Floor, Kundammar Street,
Ammoor Road, Sri Balaji Building,
Walajapet, Ranipet District 632 513.
Vs.

.... Petitioner

1.V. Suresh
2.Kala Venkatesan
M.Shankar

.... Respondents

Arbitration Original Petition (Com.Div.) filed under Section
11(6) 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
20.09.2023

For Petitioner : Mrs.E.Santhanalakshmi

For Respondents : No appearance



ORDER

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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 20.09.2023.

2. The petitioner extended financial facilities to the respondents for purchase of a vehicle under the loan agreement dated 20.09.2023. The 1st respondent is the borrower, 2nd respondent is the co-borrower and the 3rd respondent is the Guarantor. Since the respondents committed default, termination notice dated 09.07.2025 was issued and as on 08.07.2025, a sum of Rs.9,59,473/- is due and payable.

3. The trigger notice dated 09.07.2025 was issued to respondents and in spite of receipt of the same, there was no response from respondents. It is under these circumstances, the present petition came to be filed before this Court.

4. When the matter came up for hearing on 20.11.2025, 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 cum hypothecation agreement dated 20.09.2023.

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

ARTICLE 22 - Arbitration clause

LAW, JURISDICTION, ARBITRATION

22(a) All disputes, differences and/or claim arising out of or in connection with this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with provision of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to sole arbitration of an Arbitrator nominated by the Lender. The award given by such an Arbitrator shall be final and binding on the parties to this Agreement.

In the event of capacity or resignation or death of the sole arbitrator so appointed, the lender shall be entitled to appoint another arbitrator in place of the earlier arbitrator and the proceedings shall continue from stage at which the predecessor had left. Such a person shall be entitled to proceed with the reference from stage at which it was left by his predecessor.

(b) The venue of arbitration proceedings shall be at Walajapet. The language of e of arbitration shall be English.

(c) The arbitrator so appointed herein above, shall also be entitled to pass an Award on the hypothecated asset and also on any other securities furnished by or on behalf of the Borrower.

3.The trigger notice under Section 21 of the Act was issued on 09.07.2025 and the same has also been



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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 17.12.2025. Private notice is also permitted.

5. Post this case for hearing on 17.12.2025.'

5. Notice has been served on respondents and an affidavit of service has also been filed. The names of the respondents have also been printed in the cause list. There is no representation on the side of respondents either in person or through a pleader. This Court finds that the parties are governed by a loan agreement dated 08.03.2023, which provides for referring the disputes to the Arbitrator in Article 22 of the agreement.

6. In the light of the above discussion, this Court appoints **Mr. SANJAY PINTO, Advocate, 5, 1st Floor, Manasarovar, 60, C.P.Ramaswamy Road, Alwarpet, Chennai 600 018 [Mobile No.98840 91547]** 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



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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.

05.01.2026

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N.ANAND VENKATESH, J.

msr

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