



Arbitration Original Petition (Com.Div.) No.701 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.01.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.701 of 2025

. M/s.Shriram Finance Limited.,
(Formerly known as M/s.Shriram
Transport Finance Company Limited),
No.47/1, 1st Floor,
Panapakam road Street,
Near Nandu Brand Lungi Company,
Nemili, Ranipet District - 631 051.
Rep. by its Authorised Signatory,
Mr.S.Vinothkumar,
Now at No.26, First Floor,
Kundammar Street,
Ammoor Road, Walajapet,
Ranipet District - 632513

.... Petitioner

Vs.

1.K.Vinothkumar
2.D.Kolakkant
3.D.Rajendran

.... Respondents

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 cum hypothecation agreement dated 17.12.2021.

For Petitioner : Ms. Santhanalakshmi E
Mr.M. Arjun



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For Respondents : No appearance

ORDER

This petition has been filed under Section 11(6) 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 17.12.2021.

2. The petitioner extended financial facilities to the respondents. The respondents 1 and 2 are the borrowers and the 3rd respondent is the guarantor. Since the respondents committed default, termination notice dated 04.07.2025 was issued and as on 25.06.2025, a sum of Rs. 3,44,357/- is due and payable.

3. The trigger notice dated 04.07.2025 was issued to respondents and in spite of receipt of the same, there was no response from the 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:

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"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 17.12.2021.

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 04.07.2025 and the same has also been received by the respondent. Since there was no response, the present petition has been filed before this Court.

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. 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 cum hypothecation agreement dated 17.12.2021, which provides for referring the disputes to the Arbitrator in Article 10 of the agreement.

6. In the light of the above discussion, this Court appoints **Mr. P. Srinivasan**, Advocate, having office at 248, I Floor, New Addl. Law Chambers, High Court, Madras [Mobile No.9841116738] 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



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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

msr



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N.ANAND VENKATESH, J.

msr

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