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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-01-2026

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THE HON'BLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 637 of 2025

M/s.Sundaram Finance Limited No.21, Patullos
Road, Chennai - 600002, Represented by its
Authorized signatory Mrs. Priyadharshini R

..Petitioner

Vs

1. Vignesh Ramasamy B No.21, Patullos Road,
Chennai - 600002, Represented by its
Authorized signatory Mrs. Priyadharshini
R Proprietor of Ramasamy Traders S/o.
Mr.Balasubramanian, 80E, Saidapet Road,
Vadapalani, Chennai 600 026 also at No.9/5,
Verghease Avenue, Ashok Nagar, Chennai 600
083
2. B Karthik S/o. Mr. Balasubramanian, No. 9/5,
Verghease Avenue, Ashok Nagar, Chennai -
600083
3. S Balasubramanian S/o. Mr. Shanmugam, No.
9/5, Verghease Avenue, Ashok Nagar, Chennai -
600083

..Respondents

Prayer: Petition filed u/s.11(6) of the Arbitration & Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the Enterprise Business Loan Agreement and Guarantee Deed both dated 04.10.2019.

For Petitioner(s) : M/s. Arunachalam

For Respondent(s): 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 04.10.2019.

2. The petitioner extended financial facilities to the respondents. The first respondent is the borrower, the second and third respondents are guarantors to the loan facility. Since the respondents committed default, demand notice was issued on 06.10.2023, pursuant to which a trigger notice under section 21 of the Arbitration and Conciliation Act was also issued on 05.12.2024. As on 30.06.2025, a sum of Rs.31,41,184.34 is due and payable by the respondents.

3. In spite of receipt of trigger notice on 05.12.2024, 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 27.10.2025, this Court passed the following order:

"This original petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking for appointment of a sole Arbitrator to adjudicate the disputes and differences between the petitioner and the respondents in terms of the loan



agreement clause 16 dated 04.10.2019.

2. The trigger notice under Section 21 of the Arbitration and Conciliation Act has been issued on 05.12.2024.

3. Notice to the respondents returnable by 17.11.2025. Private notice is also permitted.

4. Post the case on 17.11.2025 "

5. Notice has been served on respondents and an affidavit of service has also been filed. Despite the names of the respondents being printed in the cause list, there is no representation on the side of respondents either in person or through a pleader today when the matter was called.

6. This Court finds that the parties are governed by a loan agreement dated 04.10.2019 which provides for referring the disputes to the Arbitrator in Clause 16 of the agreement.

7. In the light of the above discussion, this Court appoints **Mr.Gowthaman, Senior Advocate, Off: F GE, Dev Eswari Appartments, No.18 (Old No.11/12), 8th Cross Street, Shastri Nagar, Adyar, Chennai 600 020: 9840169673** 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.

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8. As the dispute is between the same parties in five agreements pertaining to Arb.OP.(Com.Div)Nos.637, 774, 767, 764 and 772 of 2025, a single Arbitrator is appointed in all the above five petitions independently. Therefore, while fixing the fees, the sole arbitrator shall consider the consolidated claim in all the five agreements and accordingly fix the fee in line with schedule 4 of the Act.

Accordingly, this petition is disposed of.

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N.ANAND VENKATESH J.

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