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IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 06-01-2026**

CORAM

**THE HONOURABLE MR JUSTICE N. ANAND VENKATESH**

**Arb O.P(COM.DIV.) No. 715 of 2025**

M/s.Shriram Finance Limited  
(Formerly M/s.Shriram City Union Finance Limited),  
Having its Registered office at  
Sri Towers, Plot No.14A, South Phase,  
Industrial Estate, Guindy,  
Chennai - 600 032.  
And having its office at No.145, Santhome  
High road, Mylapore, Chennai - 600 004.  
Rep by its Authorised Signatory  
Mrs. C.Gracy.

..Petitioner(s)

Vs

1. Teladevulapalli V.L.Narasimha Murthy  
S/o.Mr.Teladevulapalli Chandrasekhar,  
D.No.4-19-111/A Vikas nagar, 5th  
Lane, Pattbhipuram, Guntur, Andhra  
Pradesh - 522 006.

2.Teladevulapalli Chandrasekhar  
S/o.Mr.Narasimhaiah, D.No.4-19-111/A  
Vikas Nagar, 5th Lane, Pattabhipuram,  
Guntur, Andhra Pradesh - 522 006.

..Respondent(s)

**PRAYER** Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint any fit and competent person as an Arbitrator as



per the provisions of the Arbitration and Conciliation Act 1996, so as to adjudicate the claim and the dispute between the petitioner and the respondents under the Loan agreement dated 10.04.202 and direct the respondents to pay the cost of the petition.

For Appellant(s): Mr.R.Umashankar

### **ORDER**

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for the sake of brevity, hereinafter referred to as 'the Act') for appointment of an Arbitrator to resolve the dispute arising out of the Loan Agreement dated 10.04.2021.

2. When this petition came up for hearing on 18.11.2025, 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 10.04.2021.*

*2. The Loan Agreement provides for referring the dispute for Arbitration under Clause 18 and the same is extracted hereunder:-*

*“18. Arbitration and dispute settlement*



*a)all disputes, differences and/or claims arising out of this agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any other statutory modification or re-enactments for the time being in force and shall be conducted by a sole arbitrator to be appointed by the Lender. The applicable laws shall be Indian Laws.*

*In the event of incapacity 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 proceeding shall continue from the stage at which the predecessor had left.*

*b)The award given by the arbitrator shall be final and binding on the parties to this agreement. The cost of the arbitration shall be borne with by the parties in accordance with the award passed by the Arbitrator.*

*c)The venue of arbitration shall be as specified in Schedule 2 hereto and the proceedings shall be conducted in English language.”*

*3. The trigger notice under Section 21 of the Act was issued on 23.03.2022 and the same has also been received by the respondents. Since there was no response, the present petition has been filed before this Court.*



*4. Notice to the respondents returnable by 16.12.2025.*

*Private notice is also permitted.*

*Post this petition for hearing on 16.12.2025.*

3. Notice was sent to the respondents and it was also served and the name of the respondents has also been printed in the cause list. There is no appearance either in person or through counsel.

4. Heard the learned counsel for the petitioner and carefully perused the materials available on record.

5. It is seen that earlier a Sole Arbitrator was appointed and the Sole Arbitrator seems to have issued a letter dated 20.03.2025, recusing himself from the proceedings. Hence, the petitioner moved this Court by filing Arb.O.P. (Comm.Div.) No. 426 of 2025 under Section 15 of the Act. When this petition came up for hearing on 25.08.2025, this Court granted liberty to the petitioner to file a fresh petition under Section 11 of the Act and closed the said petition. Accordingly, the present petition has been filed before this Court.

6. Taking into consideration the materials placed before this Court and considering the fact that there is a valid agreement between the parties in line



with Section 7 of the Act and it contains an arbitration clause, this Court is inclined to appoint an Arbitrator. **Mr.Prasad Vijayakumar, Advocate, Chamber No.52, Law Chambers, High Court Buildings, Chennai 600 104. [Mobile: 9940673979] e-Mail: prasadvijayakumar@gmail.com** is appointed as sole Arbitrator. The sole Arbitrator is requested to enter upon reference, adjudicate upon arbitrable disputes that have arisen between the parties. The Arbitrator shall hold 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 Hon'ble sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

7.This petition is disposed of in the above terms. No Costs.

**06-01-2026**

Index: Yes/No  
Speaking/Non-speaking order  
Internet: Yes  
Neutral Citation: Yes/No  
ssr



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To

1. Mr.Prasad Vijayakumar,  
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[Mobile: 9940673979]  
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2.The Director  
Tamil Nadu Mediation and Conciliation  
Centre-cum-Ex-Officio Member  
Madras High Court Arbitration Centre  
Chennai - 104.



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**N.ANAND VENKATESH J.**

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