



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-02-2026

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 776 of 2025

AND

**ARB O.P(COM.DIV.) NO. 49 OF 2026,ARB O.P(COM.DIV.) NO.
71 OF 2026,ARB O.P(COM.DIV.) NO. 78 OF 2026**

1. M/s.Hinduja Layland Finance
Limited
Registered office at No.1, Saradar
Patel Road, Guindy, Chennai - 600
032. Represented by
Mr.Sabapathy, Manager Legal.

2. Maheshwari Handling Agency
Pvt Ltd
Plot No 640 Ward 12 C Lilasha
Nagar Gandhidham. Gujarat

Petitioner in all Arb
OPs

Vs

1. Maheswari Handling Agency
Pvt Ltd.,
Plot No.640, Ward 12C Lilasha
Nagar Gandhidham, Gujarat.

2.Chhangan Pitambaerdas
Maheswari
64, Lilashah Nagar, Ward -c
Gandhipuram, Kachchh
Gandhidham, Gujarat.

Respondent(s) in all
Arb OPs



PRAYER

Arbitration Original Petitions filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to resolve the disputes between the parties herein with respect to the Loan Agreement dated 22-11-2018.

For Petitioner in Mr.M.B.Raghavan
all Arb OPs:

COMMON ORDER

These petitions have been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] for appointment of an arbitrator to adjudicate the differences and disputes between the petitioner and the respondents with respect to the Loan Agreement dated 22-11-2018.

2. When these matters came up during earlier occasion, this Court ordered notice to the respondents.

3. The private notice sent to the 1st respondent has been served and the affidavit of service has also been filed. There is no representation for the 1st respondent either in person or through counsel. The learned counsel for the petitioner has already given up



the claim as against the 2nd respondent since the 2nd respondent died.

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4. This Court finds that there is a valid agreement between the parties in line with Section 7 of the Act and it contains an arbitration clause.

5. In view of the above, this Court is inclined to proceed further and appoint Sole Arbitrator and refer the dispute between the petitioner and the respondent to the Sole Arbitrator, which will be dealt with on its own merits and in accordance with law.

6. In the light of the above discussion, this Court appoints Hon'ble Justice Mr.P.N.Prakash, Former Judge of Madras High Court, at "Lalithalaya" No.32, I Cross street, Kilpauk Garden Colony, Chennai 600 010 Mobile No.9444395654, 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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7. Accordingly, these petition are disposed of.

24-02-2026

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



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To

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Nagar Gandhidham, Gujarat.

2.Chhangan Pitambaerdas
Maheswari
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N.ANAND VENKATESH J.
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