



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-03-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

OA No. 1001 of 2025

and

ARB APPLN No. 1375 OF 2025

RAR Fincare Limited
Rep. by its Authorised Signatory,
Having Registered Office at
New No.33, Old No.08,Venkatesan Street,
T. Nagar, Chennai – 600 017.

..Applicant in both
applications

Vs

1. Arth Micro Finance Private Limited
Rep. by its Authorised Signatory,
A-64, Residential Colony,
Sitapura Industrial Area, Tonk Road,
Jaipur 302 202 Rajasthan.
2. Mr.Pramod Kumar Paliwal
4/135, SFS, Mansarovar,
Jaipur 302 202 Rajasthan.
3. Mr.Kuldeep Kumar Arora
P N 51, Shree Nagar Avasiy Colony,
Reliance Petrol Pump Ke Pass,
Jhalawar City, Jhalawar,
Rajasthan 326 001
Also at
4/117, SFS, Mansarovar,
Jaipur 302020 Rajasthan
4. Kuldhara Investments Private Limited
Rep. by its Authorised Signatory,
A-64, Residential Colony,
Sitapura Industrial Area,
Tonk Road, Jaipur, Rajasthan 302 022.

..Respondents in both
applications



Prayer in OA No. 1001 of 2025: Application filed under Order XIV Rule 8 of The O.S. Rules read with Section 9(1)(ii)(d) of The Arbitration and Conciliation Act, 1996, praying for an order of interim injunction restraining the 2nd Respondent from alienating and/or creating any charge or lien over the 8,67,050 shares held by him in the 4th Respondent pending disposal of the arbitration proceedings.

Prayer in Arb Appln No. 1375 of 2025: Application filed under Order XIV Rule 8 of The O.S. Rules read with Section 9(1)(ii)(e) of The Arbitration and Conciliation Act, 1996, praying for a direction to the Respondents 1 to 3 to jointly and/or severally furnish security to the tune of Rs.1,64,21,095/- (Rupees One Crore Sixty Four Lakhs Twenty One Thousand and Ninety Five only) and on their failure to do so, attach the 8,67,050 shares held by the 2nd Respondent in the 4th Respondent Company pending disposal of the arbitration proceedings, more fully described in the schedule to the application.

For Applicants: Mr.Anish Gopi
in both applications

For Respondents: Ms. Deepika Murali
in both applications

COMMON ORDER

The applicant entered into loan agreement dated 30.08.2024 with the first respondent. The dispute resolution clause in the said agreement is set out below:

'26.ARBITRATION

All disputes, differences and/or claims arising out of this Agreement whether during its subsistence or thereafter



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shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and or any statutory amendments thereof and shall be referred to arbitration by a sole arbitrator agreed upon by the parties, from the panel of arbitrators of the Lender. The award given by such arbitrator shall be final and binding on all parties to this Agreement. In the event of an appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, the Lender, on such death of the arbitrator or his inability or unwillingness to act as arbitrator, the parties shall appoint another person to act as arbitrator in accordance with the appointment procedure contemplated hereinabove. Such person shall be entitled to proceed with the reference from the stage wherein it was discontinued by his/her predecessor. The seat of arbitration proceedings shall be at Chennai. The parties agree to a fast track arbitration to be disposed within 90 days from the date of reference. The cost of the arbitration shall be borne by the party/ies, in accordance with the Award passed by the Arbitrator.'

2. Separately, the applicant entered into an agreement of guarantee dated 30.08.2024 with the second and third respondents. The dispute resolution clause therein is set out below:

'33. All disputes, differences and/or claims arising out of the Loan Agreement and/or this guarantee, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended



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from time to time) and shall be referred to a sole arbitrator from a panel of arbitrators of the Lender. The award given by such arbitrator shall be final and binding on all parties to the Loan Agreement and Guarantor(s) herein. The seat of arbitration shall be Chennai. The Guarantor agrees to a fast track arbitration to be concluded within 90 days from the date of reference.'

3. The applicant relied on the above clauses and applied for interim relief. By order dated 22.10.2025, interim injunction restraining the second respondent from alienating or creating any charge or lien over shares held by him in the fourth respondent was granted. The respondents were also directed to provide security for a sum of Rs.1,64,21,095/-. These orders are in force as on date. No security has been provided by the respondents.

4. On instructions, both learned counsel for the applicant and learned counsel for the respondents submit that they have agreed for a consolidated arbitration under the loan and guarantee agreements. They also submit that they consent to the appointment of Mr.P.V.Balasubramaniam, Senior Advocate, as the arbitrator.

5. Considering the aforesaid, these applications are disposed of as under:



5.1 The order of interim injunction granted in O.A.No.1001 of 2025 is made absolute by extending such order until conclusion of arbitration proceedings;

5.2 A.No.1375 of 2025 is closed by granting leave to the applicant to reapply for the same or related relief before the Arbitral Tribunal;

5.3 By consent of parties, Mr.P.V.Balasubramaniam, Senior Advocate, 47/2, Rama Surabhi Apartment, 1st Main Road, R.A.Puram, Chennai – 600 028 (Mobile No.984104188; e-mail: sradv@pvbalaw.com) is appointed as the arbitrator. Learned arbitrator is requested to enter upon reference and adjudicate the dispute. Learned arbitrator may fix the fees and expenses in relation to such arbitration in consultation with the parties, including by reference to Schedule IV, if considered appropriate.

17.03.2026

Index: Yes/No
Neutral Citation: Yes/No
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OA No. 1001 of 2025 & A No.1375 of 2



SENTHILKUMAR RAMAMOORTHY J.

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To

Mr.P.V.Balasubramaniam,
Senior Advocate,
47/2, Rama Surabhi Apartment,
1st Main Road, R.A.Puram, Chennai – 600 028.

**OA No. 1001 of 2025
and
ARB APPLN No. 1375 OF 2025**

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