



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-03-2026

WEB COPY

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**Arb.O.P.(Comm.Div.) No.709 of 2025
and Arb Appln No. 1404 of 2025**

Ms Mercedes Benz Financial Services India Pvt
Ltd 5th Floor, Plot 8, Baashyam Willow Square, 9
and 10, First Street, Thiru vi ka Industrial Estate,
Guindy, Chennai 600032, Tamil Nadu, India.
Represented by its Authorised Signatory Mr.
S.Sadam Hussain

..Petitioner(s)

Vs

1. Bhumido Technologies
Rep.by its Authorised Signatory Mr.Sunil
Kumar V, 2nd Floor, 27th Main Road, No.111,
2nd Sector, HSR Layout, Bangalore 560 102.
2. Sunil Kumar V
No.2549, 14th Cross, 26th Main HSR Layout,
Sector 1, Bangalore 560102

..Respondent(s)

PRAYER IN Arb.O.P.(Comm.Div.) No.709 of 2025: Arbitration Petition
(Commercial Division) is filed under Section 11(6) Read With Section 14(1)(b)
and Section 15(2) of the Arbitration and Conciliation Act, 1996, pleased to
appoint / substitute a sole arbitrator to adjudicate upon the differences and
disputes between the parties under the Loan Agreement and Unattested Deed of
Hypothecation dated 28.03.2023 bearing Contract No.10155027.



PRAYER in Arb.Appln.No.1404 of 2025: To appoint an Advocate Commissioner to seize and deliver the Asset Mercedes Benz C 300 D Motor Car bearing Registration No.KA 03 NQ 1624, Engine No.65482080059724 and Chassis No.W1KAF0GB0PL007037 available at the Respondents premises or wherever found and permit the Advocate Commissioner to obtain police aid and to break open the premises.

For Petitioner(s): Mr.M.Arunachalam

For Respondent(s): Mr.A.Ramkumar
for M/s.Varam Legal

COMMON ORDER

The petitioner had provided credit facilities to the respondents in relation to the purchase of a passenger vehicle. Both an application under Section 9 seeking interim measures of protection and a petition\ *inter alia* under Section 11(6) read with Sections 14(1)(b) and 15(2) of the Arbitration and Conciliation Act, 1996 have been filed.

2. Earlier, this Court had appointed an arbitrator, who withdrew on account of allegations levelled against him by the respondents.



3. The respondents had provided an undertaking not to alienate or encumber the passenger vehicle, which is currently in the custody of the respondents.

4. The arbitration clause in the agreement between the parties is as under:

“76. Dispute Resolution: All claims and disputes arising under or relating to this Loan Agreement, its interpretation, performance, termination of this Agreement or otherwise in connection with this Agreement (“Dispute”) shall be referred to an Arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time, or any re-enactment thereof, to a Sole Arbitrator appointed by Lender. The Arbitration proceedings, any order passed thereto by the Arbitrator including the Award, either interim or final, shall be binding on the parties and shall be conducted in English. It is also expressly agreed by the parties that the place of Arbitration shall be exclusively at Chennai. Tamil Nadu or any other state as may be intimated by the Lender. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney’s fees. The arbitration proceeds shall include a written record of the arbitration hearing.”



5. Although the arbitration clause provides for appointment of a sole arbitrator by the lender, such clause is no longer valid in view of the law laid down by the Supreme Court. Therefore, it becomes necessary for this Court to make the appointment.

6. With the consent of both parties, Mr.S.R.Sundar, Advocate, (Mobile No. 9444055853) is appointed as the sole arbitrator. Learned arbitrator is requested to enter upon reference and adjudicate the dispute. The fees and expenses may be fixed in consultation with the parties.

7. The respondents are restrained from alienating, encumbering or otherwise disposing of the passenger vehicle bearing No. KA-03-NQ-1624 and the following Engine No.65482080059824 and Chassis No.W1KAF0GB0PL007037 for a period of three months from the date of receipt of a copy of this order. It is open to the parties to approach the arbitral tribunal for extension of such order or for any other interim measures. The application and petition are disposed of on these terms.

03-03-2026

Speaking Order: Yes/No
Index: Yes/No
Internet: Yes/No
Neutral Citation: Yes/No
RNA



WEB COPY



SENTHILKUMAR RAMAMOORTHY, J.

RNA

**Arb.O.P.(Comm.Div.) No.709 of 2025
and Arb Appln No. 1404 of 2025**

03-03-2026