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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.02.2026

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THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb O.P.(COM.DIV.) No. 842 of 2025

1.M/s.Shrinithi Capital Private Ltd.
Rep. by its Chief Manager Mr.R.Selvam
at 2nd Floor, 2A, Mookambika Complex
No.4, Lady Desika Road, Mylapore,
Chennai 600 004.

2.M/s.Hinduja Leyland Finance,
Represented by its Area Manager: Mr.Ashok
No.1, Sardar Patel Road, Guindy,
Chennai 600 032.

Petitioners

Vs

1.S.Jayashree

2.Dhatchayini

3.Ganapathy

Respondents

PRAYER Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to decide and adjudicate upon the dispute between the petitioner and respondents arising out of loan-cum-hypothecation agreement dated 27.11.2023.

For Petitioners: Mr.K.Sendurpandi



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-cum-hypothecation agreement dated 27.11.2023.

2. When the matter came up for hearing on 06.01.2026, 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-cum-hypothecation agreement dated 27.11.2023.

2.The agreement provides for referring the dispute for Arbitration under Article 22 and the same is extracted hereunder:-

“ARTICLE 22: LAW, JURISDICTION, ARBITRATION

22.1.(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 amendments thereof and shall be referred to the Sole Arbitration of an “Arbitrator”, appointed by the Managing Director of Lender. The award given by such an Arbitrator shall be final and binding on the Borrower of this Agreement.

(b) The venue of the Arbitration proceedings shall be at Chennai or as specified in the first schedule.

(c) The arbitrator so appointed herein above, shall also be entitled to pass an award on the hypothecated asset



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and also on any other securities furnished by or on behalf of the Borrower.

22.2.It is agreed between the parties that subject to Arbitration clause mentioned above, this agreement shall be governed and construed in accordance with the substantive laws of India and for any interim reliefs the Court in Chennai or the court having Jurisdiction over the State/Branch office of the company as specified in the First Schedule there to shall have Jurisdiction to entertain and try all the matters arising from and out of this agreement.”

3.The trigger notice under Section 21 of the Act was issued on 19.05.2025 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 16.02.2026. Private notice is also permitted.

Post this petition for hearing on 16.02.2026.”

3. Private notice has been duly served on the first respondent. Private notice sent to respondents 2 and 3 was returned with an endorsement “no such person in the address” and “refused” and affidavit of service has also been filed. As the notice has been sent to the address given in the agreement, there is deemed service on the respondents 2 and 3. The name of the first respondent has also been printed in the cause list. However, there is no representation on the side of respondents either in person or through a pleader. This Court finds that the parties are governed by a loan agreement dated 27.11.2023, which provides for referring the disputes to the Arbitrator under Article 22 of the agreement and it satisfies the requirement under Section 7 of the Act.



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N.ANAND VENKATESH, J.

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4. In view of the above, this Court appoints Mr.S.R.Sundar, Advocate, 261/127, 2nd Floor, Rohith Towers, Angappa Naicker Street, Chennai – 600 001, E-mail: kasthuriandsundar@gmail.com [Mobile No.94440 55853] 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.

Accordingly, this petition is disposed of.

23.02.2026

Index:yes/no

NCC:yes/no

Speaking order/Non-speaking order

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