



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-03-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb O.P(COM.DIV.) No. 814 of 2025

Sudarsanan
S/o.Margasagayam,
Residing at Block 168/1,
Jawagar Colony,
4th Avenue,
Anna Nagar,
Chennai - 600 040.

..Petitioner(s)

Vs

Sekaran
S/o.Mr.Maniyan C.S,
Residing at No.13/24,
1st Street, Shri Ram Nagar,
Tharamani,
Chennai - 600 113.

..Respondent(s)

PRAYER: Arbitration Original Petition (Commercial Division) filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleased to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties under the said Loan Agreement entered on 1st February 2022 and 28th January 2023 and b) Direct the Respondent to pay the costs of the arbitration proceedings.

For Petitioner(s): Mr.Yusuf S. Q.

For Respondent(s): Mr. K.Kannan

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ORDER

WEB COPY The respondent had availed of a loan from the petitioner under loan agreement dated 01.02.2022. Memorandum of Understanding (MoU) dated 28.01.2023 was executed in relation thereto. Said MoU contains the following dispute resolution clause:

“8) The PARTIES hitherto shall refer the disputes arising out of this Memorandum of Understanding, including non-adherence to the payment schedule agreed by the Debtor to a SOLE ARBITRATOR to be appointed by the PARTIES in consensus. The Place of Arbitration Shall be at Chennai, language of the Arbitration shall be English. The Award passed by the Arbitrator shall be final and binding on the Parties, the cost of Arbitration being shared equally.”

2. After invoking the arbitration clause under notice dated 08.01.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, the petitioner has applied for the appointment of arbitrator by this Court.

3. The respondent has filed a counter affidavit stating that amounts due and payable under the loan agreement were discharged. Effectively, the claim made by the petitioner is refuted.



4. The merits of the claim of the petitioner is required to be adjudicated in arbitral proceedings and not in this petition. Given that both parties admit that there is an arbitration agreement in relation to disputes arising out of the loan extended by the petitioner to the respondent, it is just and necessary that an arbitrator be appointed to adjudicate such dispute.

5. Accordingly, Ms.S.Rajeni Ramadass, Advocate, New No.323, Old No.157, 1st Floor, Linghi Chetty Street, George Town, Chennai, 600 001, mobile No. 9884335538, is appointed as the sole arbitrator to adjudicate the dispute. Learned Arbitrator is requested to enter upon reference. The fees and expenses of arbitration may be fixed by the arbitrator in consultation with the parties.

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

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SENTHILKUMAR RAMAMOORTHY, J.

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