



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-06-2026

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CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb.O.P(COM.DIV.) No.816 of 2025

M/s.TVS Credit Services Limited,
Having its registered office at
Chaitanya No.12,
Khader Nawaz Khan Road,
Nungambakkam,
Chennai - 600 006.
Corp Office at
No.29, Jayalakshmi Estates,
Third Floor,
Haddows Road, Nungambakkam,
Chennai, Tamil Nadu 600 006.
Represented by its Authorised Signatory,
Ms.Mohisha J.

..Petitioner

Vs

1. M/s.MFC and Sons
Rep by its Partner - Mr.Varinder Pal Singh,
Office No.3041, M-Wing,
Akshar Business Park, Thane,
Navi, Mumbai, Maharashtra - 400 703.

Also at
102, Plot No.123, Sector - 19C,
Vashi, Navi Mumbai,
Maharashtra - 400 703,
Near - The Grand Kohinoor Lodge.

Also at
B 2402, Sai Mannat,
Plot No.1A, Sector 34A, Kharghar,
Raigarh,
Maharashtra - 410 210.



2. Varinder Pal Singh

3. Sukhvinder Singh

..Respondents

PRAYER : Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the difference and disputes between the parties under the Invoice based Financing Facility Agreement dated 26.09.2022.

For Petitioner : Mr.M.Arunachalam

For Respondents : No appearance

ORDER

This Arbitration Original Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate the differences and resolve the disputes between the petitioner and the respondents in accordance with the terms of the Invoice based Financing Facility Agreement dated 26.09.2022.

2. Heard Mr.M.Arunachalam, learned counsel for the petitioner.

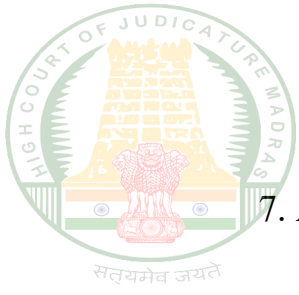
3. Notice has been served on the respondents through substituted service by order of this Court dated 16.02.2026. The proof of service by way of paper publication has been filed and the names of the respondents have also been printed in the cause list. However, they have not chosen to appear either in person or through counsel. They were called absent and are set ex-parte.



4. A notice under Section 21 of the Arbitration and Conciliation Act, 1996 has been issued by the petitioner on 06.10.2025. In spite of the same, the respondents have not chosen to respond. From a reading of the Invoice based Financing Facility Agreement dated 26.09.2022 entered to between the petitioner and the respondents, it could be seen that the parties have agreed to resolve the disputes by appointing an Arbitrator.

5. In view of the Invoice based Financing Facility Agreement and considering the nature of claim, this Court deems it appropriate to appoint an Arbitrator. Accordingly, **Mr.D.Saravanakumar**, Advocate, (Mobile No.99402 02777) residing at OldNo.03, New No.11, Manigandan 3rd Street, Oldwashermenpet, Chennai – 600 021, is appointed as Sole Arbitrator to enter upon the reference and resolve the disputes between the petitioner and the respondents.

6. The learned Sole Arbitrator is entitled to fix his fees as per the Schedule-IV of the Act. This Court further requests the learned Sole Arbitrator to endeavour to decide the dispute as expeditiously as possible.



7. Accordingly, this Arbitration Original Petition is ordered. No costs.

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Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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1. The Madras High Court Arbitration Centre,
Madras.
2. D.Saravanakumar,
Advocate,
(Mobile No.99402 02777)
OldNo.03, New No.11, Manigandan 3rd Street,
Oldwashermenpet,
Chennai – 600 021.



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K.KUMARESH BABU, J.

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