



IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 17-03-2026**

CORAM

**THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY**

**Arb O.P(COM.DIV.) No. 81 of 2026**

M/s.Hinduja Leyland Finance limited,  
Registered office at No.1,  
Sardar Patel Road,  
Guindy, Chennai - 600 032.  
Represented by Mr.Sabapathy, Manager Legal.

..Petitioner

Vs

1. Maheswari Handling Agency Pvt. Ltd.,  
Plot No.640, Ward 12 C,  
Lilasha Nagar Gandhidham,  
Gujarat.

2. Chhagan Pitambaerdas Maheshwari,  
64, Lilashah Nagar,  
Ward -C Gandhidham,  
Kachchh Gandhidham,  
Gujarat.

..Respondents

Prayer : Petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator to resolve the disputes between the parties herein with respect to the Loan Agreement No.GJAGAH02260, dated 22-11-2018.

For Petitioner:

Mr. M.B.Raghavan  
for M.B.Gopalan Associates



## ORDER

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Upon notice being ordered on 29.01.2026, including private notice, the petitioner has filed affidavit of service dated 18.02.2026 enclosing the acknowledgement card evidencing service of notice on the first respondent. As regards the second respondent, it is stated in the affidavit that said respondent died and that the petition is not being pressed against the second respondent.

2. Learned counsel for the petitioner points out that an arbitrator was appointed by this Court in connected matters between the same parties. He has handed over copy of order dated 24.02.2026 in this regard.

3. The petitioner has placed on record the loan agreement between the parties. The arbitration clause is as under:

*“Article 22 – Law, Jurisdiction, Arbitration*

*22.1 (a) All disputes, differences, and/or claim arising out of this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the sole Arbitration of an Arbitrator nominated by the Managing Director of the Lender. The award given by such an Arbitrator shall be final and binding on the Borrower to this*



*Agreement.*

*(b) The venue of 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 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 Courts in Chennai or the courts having jurisdiction over the State/Branch Office of the company as specified in first schedule there to shall have jurisdiction to entertain and try all matters arising from and out of this agreement. ”*

4. This petition was preceded by a notice under Section 21 of the Arbitration and Conciliation Act, 1996 dated 25.04.2025. Such notice was delivered on the respondents as per the tracking report annexed to the notice.

5. As recorded earlier, private notice was served on the first respondent. In spite of such service, the said respondent remains unrepresented.

6. Accordingly, this petition is allowed by appointing Hon'ble Justice Mr.P.N.Prakash, former Judge of Madras High Court, “Lalithalaya” No.32,



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**SENTHILKUMAR RAMAMOORTHY, J.**

KJ

I Cross street, Kilpauk Garden Colony, Chennai 600 010, Mobile No.9444395654, as the sole Arbitrator and the sole Arbitrator is requested to adjudicate the dispute 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. The fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules, 2017.

**17-03-2026**

KJ

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