



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-02-2026

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 79 of 2026

1. 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.

Respondent(s)

PRAYER

Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996
praying to appoint a Sole Arbitrator to resolve the disputes between the parties
herein with respect to the Loan Agreement No.GJAGAH02264, dated 22-11-
2018.

For Petitioner (s): Mr.M.B.Raghavan

ORDER



This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] for appointment of an arbitrator to adjudicate the differences and disputes between the petitioner and the respondents with respect to the Loan Agreement No.GJAGAH02264, dated 22-11-2018.

2. When the matter came up for hearing on 29.01.2026, this Court passed the following order:-

This petition has been filed under Section 11 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 Agreement dated 22.11.2018.

2. The Loan 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 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.

3. The trigger notice under Section 21 of the Act was issued on 25.04.2025 and the same has also been received by respondent. Since there was no response, the present petition has been filed before this Court.

4. Notice to respondent returnable by 24.02.2026. Private notice is also permitted. Post this petition for hearing on 24.02.2026.

3. The private notice sent to the 1st respondent has been served and the affidavit of service has also been filed. There is no representation for the 1st respondent either in person or through counsel. The learned counsel for the petitioner has already given up the claim as against the 2nd respondent since the 2nd respondent died.

4. This Court finds that there is a valid agreement between the parties in line with Section 7 of the Act and it contains an arbitration clause.



5. In view of the above, this Court is inclined to proceed further and appoint Sole Arbitrator and refer the dispute between the petitioner and the respondent to the Sole Arbitrator, which will be dealt with on its own merits and in accordance with law.

6. In the light of the above discussion, this Court appoints Hon'ble Justice Mr.P.N.Prakash, Former Judge of Madras High Court, at "Lalithalaya" No.32, 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 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.

7. Accordingly, this petition is disposed of.

24-02-2026

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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N.ANAND VENKATESH J.
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