



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-02-2026

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 51 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 (s)

Vs

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

2.Chhagan Pitambaerdas
Maheswari
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.GJAGAH02263, dated 22-11-2018.

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

For

Respondent(s):



ORDER

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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.GJAGAH02263, dated 22-11-2018.

2. When the matter came up for hearing on 28.01.2026, 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 No.GJAGAH02263 dated 22.11.2018.

2. *The agreement provides for referring the dispute for Arbitration under clause 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 there after 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.

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

4. *Notice to the respondent returnable by 23.02.2026. Private notice is also permitted.*

5. *Post this case for hearing on 23.02.2026.*

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.

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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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