



2026:DHC:5853-DB

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **EFA(COMM) 2/2025, CM APPL. 5255/2025**

SUNDARAM FINANCE LTD**APPELLANT**

Through: Mr. R. Anand Padmanabhan,
Sr. Adv. with Mr. Nikhil Swami, Mr.
Arimardhan Sharma, and Ms. Ruchi Arya,
Advs.

versus

MOHIT VERMA & ORS.**RESPONDENT**

Through: Mr. Pradeep Kataria, Mohd.
Adil and Mohd. Arshad, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

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13.02.2025

1. On the last date of hearing, the Court had queried of the learned Counsel appearing for the appellant as to whether any notice under Section 21 of the Arbitration and Conciliation Act, 1996¹, had been issued in the present case.

2. Today, Mr. R. Anand Padmanabhan, learned Senior Counsel for the appellant, submits that there would no requirement of an inter partes notice under Section 21 of the 1996 Act, as Section 21 stands accepted where it is otherwise agreed between the parties.

3. He has drawn our attention to Article 22(a) of the contract



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between the parties which envisages arbitration being conducted in terms of the proceedings being governed by the Rules and Regulations of the Madras Chamber of Commerce and Industries². He submits that he has filed with the Registry a compilation of documents which indicate that the Rules of the MCCI envisage commencement of arbitration on filing of a notice with the MCCI.

4. The said documents are not on record. Mr. Padmanabhan submits that the objections stand cleared.

5. Accordingly, re-notify on 18 February 2025.

C. HARI SHANKAR, J

AJAY DIGPAUL, J

FEBRUARY 13, 2025/aky

[Click here to check corrigendum, if any](#)

¹ "the 1996 Act" hereinafter

² "MCCI" hereinafter