

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE B.KEMAL PASHA

MONDAY, THE 22ND DAY OF JUNE 2015/1ST ASHADHA, 1937

AR.No. 60 of 2014 ()

PETITIONER:

**SEBASTIAN GEORGE,
S/O M.J VARKEY, MATTATHIL HOUSE,
PALA - 686 575.**

**BY SRI.K.ANAND,SENIOR ADVOCATE
ADV.SMT.LATHA KRISHNAN**

RESPONDENTS:

- 1. KERALA CHAMBER OF COMMERCE & INDUSTRY
CHAMBER CORNER, SHANMUGHAM ROAD, KOCHI - 31,
REPRESENTED BY K.N.MARZOOK, S/O C.K. KASMI,
RESIDING AT FLORA, PHED SIDE ROAD, JANATHA,
PALARIVATTOM, KOCHI - 25.**
- 2. CHERUPUSHPAM FILMS PVT. LTD.,
CHERUPUSHPAM BUILDING, MARINE DRIVE, KOCHI - 31,
REPRESENTED BY ITS MANAGING DIRECTOR K.J. JOSEPH,
S/O LATE JOSEPH, KAKKATIL HOUSE, VALLICHIRAKKARA,
PULIYANNOOR, PALA - 686 575**

**R1 BY ADV. SRI.TOM K.THOMAS
R2 BY ADVS. SRI.JOHNSON MANAYANI
SRI.BENHUR JOSEPH MANAYANI**

**THIS ARBITRATION REQUEST HAVING BEEN FINALLY HEARD
ON 22-06-2015, THE COURT ON THE SAME DAY PASSED THE
FOLLOWING:**

sts

AR.No. 60 of 2014

APPENDIX

PETITIONER'S ANNEXURES:

ANNEX A1 COPY OF THE AGREEMENT DATED 7/3/2009
ANNEX A2 COPY OF THE RECEIPT DATED 07/04/2009
ANNEX A3 COPY OF THE LETTER DATED 27/8/2009
ANNEX A4 COPY OF THE LETTER DATED 19/7/2010
ANNEX A5 COPY OF THE NOTICE DATED 3/10/2013
ANNEX A6 COPY OF THE LETTER DATED 29/5/2014
ANNEX A7 COPY OF THE LETTER DATED 5/6/2014.

RESPONDENT'S ANNEXURES: NIL

/TRUE COPY/

P.A.TO JUDGE

sts

B. KEMAL PASHA, J.

.....
Arbitration Request No.60 of 2014
.....

Dated this the 22nd day of June, 2015

ORDER

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This is an arbitration request based on agreement dated 07.03.2009 entered into between the parties. Even though the petitioner has requested repeatedly for having recourse to the provisions of the Arbitration and Conciliation Act, 1996, by appointing an Arbitrator, the 1st respondent has not turned up. Annexure-A6 is the request.

2. It seems that the petitioner has entered into the agreement with the respondents for the purchase of apartment No.4 on the 13th floor of the proposed building namely, Kerala Trade Centre, including the space for one car parking area and also the undivided share of the property in which the building is situated for a total consideration of ₹69 lakhs. The petitioner has paid an

amount of ₹10 lakhs as the first instalment and an amount of ₹5 lakhs as the next instalment. The respondents have failed to perform their part of the contract and the building has not been given. Therefore, the petitioner has demanded the amount back with interest, which evoked no response at all.

3. Clause 17 of Annexure-A1 agreement contains the necessary arbitration clause, enabling the appointment of an Arbitrator. There is a subsisting dispute which has to be referred for arbitration.

In the result, this Arbitration Request is allowed and Sri.D.Sree Vallabhan, Retired District Judge, is appointed as the Arbitrator in the matter.

Sd/-
(B.KEMAL PASHA, JUDGE)

aks/22/06

// True Copy //

PA to Judge