

In the High Court of Judicature at Madras

Dated: 06.03.2015

Coram:

The Honourable Mr. SANJAY KISHAN KAUL, Chief Justice

Original Petition No. 854 of 2012

1. M/s. Ashwin Builders
A Registered Partnership Firm
rep. by its Partners
Flat No.1, Sri Krishna
Door No.34/38, III Main Road
Raja Annamalaipuram
Chennai 600 028.
 2. Mr. T.R. Srinivasan
Managing Partner
M/s. Ashwin Builders
Flat No.4, Sri Krishna
Door No.34/38, III Main Road
Raja Annamalaipuram
Chennai 600 028.
 3. Mr. Siddartha Srinivasan
Managing Partner
M/s. Ashwin Builders
Flat No.4, Sri Krishna
Door No.34/38, III Main Road
Raja Annamalaipuram
Chennai 600 028.
- ... Petitioners
- vs.

1. Dr. Kamalabai Sampooranam
 2. M. Kumaran
- ... Respondents

PRAYER : Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, for appointment of an Arbitrator to resolve the dispute between the parties arising out of Agreement dated 25.08.2011.

For Petitioners :Mr. P.V. Balasubramanian

For Respondents :Ms. K. Aparnadevi
for Mr. P. Subba Reddy for R1
No Appearance for R2

O R D E R

The petitioners are the developers of the property stated to be owned by the respondents bearing no.52/2, I Main Road, Raja Annamalaipuram, Chennai-600 028. The property is stated to have been developed, but ultimately, disputes arose inter se the owners of the property being the first and second respondents. The second respondent is unrepresented before us. The dispute escalated to a situation where the first respondent is stated to have cancelled the power of attorney granted in favour of the second respondent and thus, perfection of title is not possible in favour of purchaser of flats developed by the petitioners, apart from the claim of the petitioners. It is stated that a suit has been filed by the second respondent seeking appropriate relief qua the cancellation of power of attorney by the first respondent.

2. The agreement inter se the parties contains an arbitration clause, which reads as follows:

"The vendors 1 and 2 and the Promoter or its nominees shall comply with the aforesaid terms and conditions in strict sense to complete the construction of the building without causing any delay and in the event of any infringement of the condition as stated supra the aggrieved party shall seek for arbitration proceedings in accordance with law after issuing show cause notice to the

defaulted party."

3. The aforesaid clause is not disputed.

4. The petitioners have invoked the arbitration clause vide notice dated 06.10.2012, proposing an Arbitrator, but the first respondent disputes the same, as unilaterally no Arbitrator could have been appointed.

5. The result of the aforesaid is that the disputes inter se the parties arise from the agreement, which contains the arbitration clause and the jurisdiction of this Court is not in dispute.

6. In view of the aforesaid, with the consent of both parties, I appoint **Thiru. Shriram Panchu, Senior Advocate, High Court, Madras,** as the Sole Arbitrator, to enter upon reference and, after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six months from the date of receipt of the order. The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses, which shall be borne by the parties equally.

7. The original petition accordingly stands allowed, leaving parties to bear their own costs.

Sd/. **[S.K.K., CJ]**
06.03.2015

//Certified to be a true copy//
Dated this the day of 2015.

R.s/1.04.2015

COURT OFFICER