

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 30TH DAY OF OCTOBER 2018

THE HON'BLE MR. JUSTICE C.SARAVANAN

O.P. No.725 of 2018

In the matter of Section 11(6) of
the Arbitration and Conciliation
Act, 1996

and

In the matter of the Partnership
Agreement dated 19.11.2010

and

In the matter of Arbitration
Clause No.13 of the Partnership
Agreement dated 19.11.2010.

Hemant Dugar,
No.61, Poes Garden,
Chennai-600 086.

... Petitioner

-Versus-

1. Brij Khandelwal,
No.23, Electro House,
Ramanathan Street, Kilpauk,
Chennai-600 010.

2. Anish C. Badani,
No.18, Old No.10, Mahaveer Colony,
EVK Sampath Road, Vepery,
Chennai-600 007.

3. Arun Thangam,
No.42, Subhah Pillai Layout,
CA Koil Road, Karur-639 001.

4. Raunaq Rungta,
Rungta House,
No.65-A, Halls Road,
Kilpauk, Chennai-600 010.

5. Nilesh D. Modi,
Flat No.5, 28/1, Rajarathinam Street,
Kilpauk, Opp. to Hotel Beverly,
Chennai-600 010.

6. Nalini Bafna,
No.5, Branson Garden Street,
2nd Floor, Kellys, Chennai-600 010.

7. Pramita Rathi,
No.4, Ramanam Road,
Chennai-600 079.

8. Anil Kumar Daga,
122 Broadway, 1st Floor,
Opp. Union Bank of India,
Chennai-600 108.

9. Mrs.Pooja Dugar,
No.61, Poes Garden,
Chennai-600 086.

... Respondents

Original petition praying that this Hon'ble Court be
pleased to appoint an Arbitrator/Arbitrators to adjudicate
upon the disputes between the petitioner and the respondents
arising out of the partnership agreement dated 19.11.2010.

This Original Petition coming on this day before this Court for hearing, the Court made the following order:

The application has been filed for appointment of Arbitrator/Arbitrators to adjudicate upon the disputes between the petitioner and the respondents who are partners of NHD Homes. The Partnership Deed dated 19.11.2010 of NHD Homes contain an arbitration clause.

2. The dispute between the petitioner and the respondents is as to who is the Managing Partner of the firm NHD Homes. There are collateral proceedings, which are pending in separate applications and original petitions with which, we are not concerned for the present.

3. With the consent of the counsel Hon'ble Mr. Justice N. Paul Vasanthakumar, retired Chief Justice, Jammu & Kashmir, residing at "ASHIRVADH", No.24-A, II Street, Kamaraj Avenue, Adayar, Chennai - 600 020 (Ph: 044-24452817, 24454381) is appointed as the Sole Arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties.

4. The learned Arbitrator may, 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 copy of this order. All the issues touching upon the rights and liabilities of the partners are decided by the learned Arbitrator.

5. As the dispute primarily arises on account of the 3rd MOU signed by Mr.Hemant Dugar for NHD Homes with M/s.Amar Prakaash Developers Pvt.Ltd., learned Arbitrator may consider allowing M/s. Amar Prakaash Developers Pvt.Ltd., represented by its Authorized Signatory to be impleaded in the proceeding at the appropriate stage to resolve the dispute between the feuding partners and the grievance of the builder viz., M/s.Amar Prakaash Pvt.Ltd.,

6. The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses.

7. The proceedings may be conducted under the aegis of the Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules.

8. The Original Petition is, accordingly, allowed,
leaving the parties to bear their own costs.

Sd/-C.S.N.J

30/10/2018

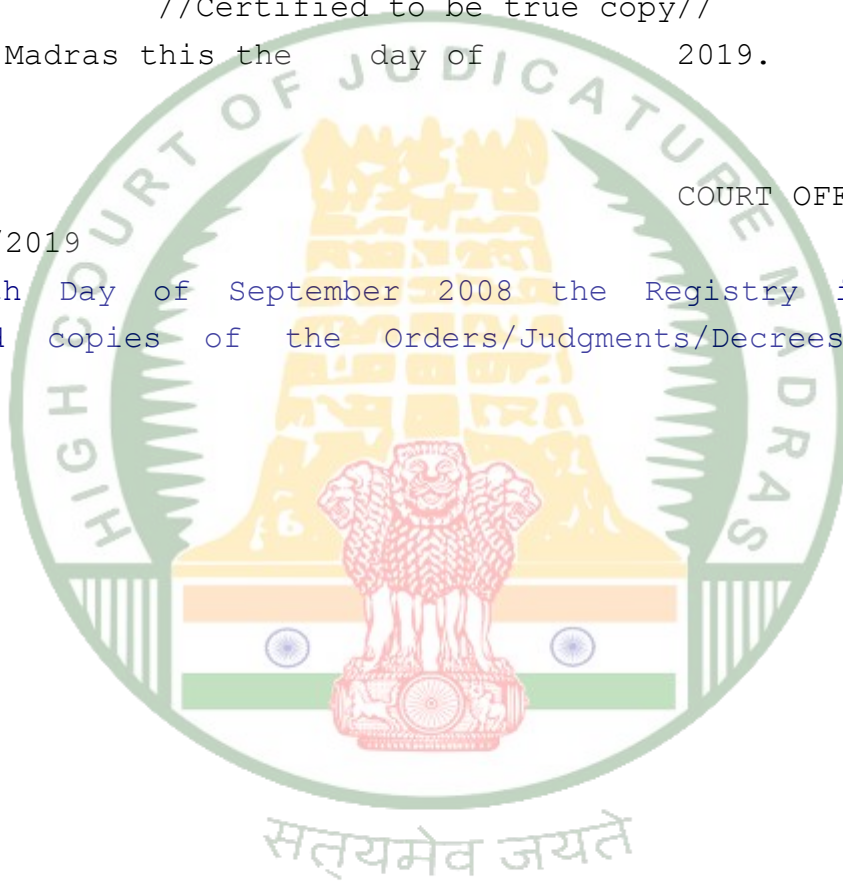
//Certified to be true copy//

Dated at Madras this the day of 2019.

COURT OFFICER(O.S.)

JJ 11/11/2019

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