

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.06.2019

CORAM

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

O.P.Nos.111 and 112 of 2019

S.Cholan
 S/o.Shanmugham
 rep. by Power Agent
 Mrs.C.Devi Priya
 D/o.Natarajan
 No.53, Rajiv Gandhi Nagar,
 Periya Uppupet, Vilapakkam Post,
 Arcot Taluk, Vellore. .. Petitioner in OP No.111/19

G.Loganathan
 S/o.Govindasamy
 rep. by Power Agent
 L.Indumathi
 D/o.M.Natarajan,
 No.59, Gandhi Nagar,
 Periya Uppupet, Vilapakkam Post,
 Arcot Taluk, Vellore. .. Petitioner in OP No.112/19

Vs.

1. M/s.Oyester Homes Chennai Pvt. Ltd.
 Rep. by its Director S.Balasundaram
 Old No.24, New No.11, 5th Street,
 X Block, Anna Nagar,
 Chennai-600 040.

2. S.Balasundaram .. Respondents in both OPs

* * *

Common Prayer : Petitions filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to adjudicate upon the disputes between the petitioners and the respondents arising out of the Construction Agreement dated 09.11.2014 respectively.

* * *

For Petitioners : Mr.Salai Varun

For Respondents : Mr.M.Suresh for R1

R2 - Served – No Appearance

COMMON ORDER

These Original Petitions have been filed seeking appointment of a Sole Arbitrator for adjudicating upon the disputes between the petitioners and the respondents arising out of the Construction Agreement dated 09.11.2014 respectively.

2. The petitioners intended to purchase flats from the respondents, for which, they entered into Construction agreements on 09.11.2014, which were registered as Documents Nos.12076 and 12074 of 2014. The sale deeds in respect of the undivided shares of the property were executed in favour of the petitioners on 13.11.2014 and the same were registered as document Nos.12077 and 12075 of 2014. The payment schedule was agreed upon between the parties and reduced into writing. According to the petitioners, they have adhered to the schedule and prompt in payments. The delivery was required to be completed within fifteen months from the date of construction agreement with a grace period of two months. Though the respondents handed over three other flats to the other purchasers,

they failed to handover possession of the petitioners' flats. Thus, the petitioners issued legal notice dated 17.09.2016 followed by notice dated 22.10.2018 and invoked the arbitration clause provided under the Construction Agreement. Since the respondents failed to reply to the arbitration notice, these petitions have been filed seeking the appointment of a sole arbitration.

3. Heard the learned counsel for the petitioners and the learned counsel for the first respondent.

4. Having regard to the submissions of the learned counsel for the petitioners, Mr.R.Bharanidharan, Advocate, having office at No.39, Puram Prakasha Rao Road, Balaji Nagar, Royapettah, Chennai-600 014, (Phone No.98400 21369), as the Sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. 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 the order. The learned Arbitrator is at liberty to fix his remuneration and other incidental expenses. 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.

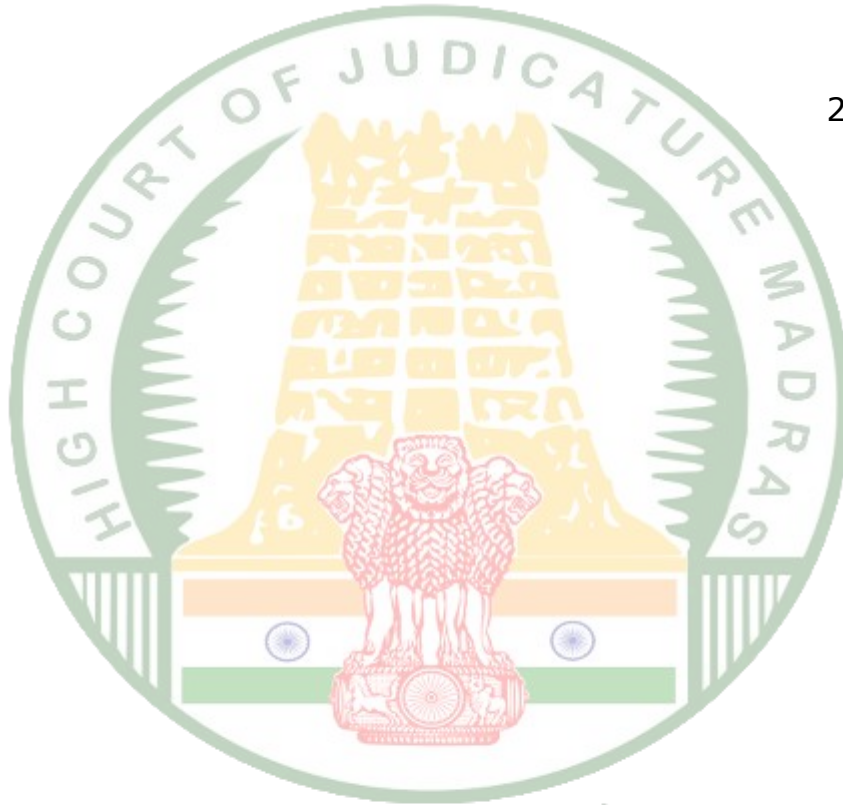
PUSHPA SATHYANARAYANA, J.

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5. These Original Petitions are ordered and the parties to bear their own costs.

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28.06.2019



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O.P.Nos.111 & 112 of 2019

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