

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.06.2019

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THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

O.P.Nos.182 to 184 of 2019

O.P.No.182 of 2019 :

1. D.Isaiah .. 1st Petitioner in O.P.No.182/19
/Petitioner in O.P.No.183/19

2. I.Philomena .. 2nd Petitioner in O.P.No.182/19
/Petitioner in O.P.No.184/19

Vs.

M/s.Ashok Nandavanam Properties Private Limited
rep. by its Director Mr.S.Asokan,
No.1/460, Mount Poonamallee Road,
Iyyappanthangal,
Chennai-56. .. Respondent in all O.Ps.
* * *

Common Prayer : Original Petitions filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996 praying to appoint an Arbitrator, refer the dispute between the petitioner and the respondent to arbitration and adjudication by the Madras High Court Arbitration Centre.

For Petitioners in : Mr.D.Thanigaivasan
all the OPs

For Respondent : Mr.K.Balu
in all the OPs

COMMON ORDER

These Original Petitions have been instituted seeking to appoint an Arbitrator, refer the dispute between the petitioner and the respondent to arbitration and adjudication by the Madras High Court Arbitration Centre.

2. The petitioners are husband and wife and they are the absolute owners of the subject properties in various survey numbers situate at Moondaramkattalai Village, Sriperumpudur Taluk, Kancheepuram District, having purchased the same vide sale deeds dated 04.06.2015, 25.04.1986, 20.08.1986 and 25.04.1986. The petitioners offered to sell the said properties for valid sale considerations, which were fixed at Rs.89,10,000/-, Rs.15,14,70,000/- and Rs.26,24,40,000/-, to the respondent and they mutually entered into registered sale agreement dated 04.06.2015 and two sale agreements of even date, i.e., dated 14.05.2015. The respondent paid some amount as earnest deposit and advance and also agreed to pay the balance amount within a period of 18 months from the date of obtaining layout/building approval from the CMDA. According to the petitioners, the respondent failed to comply with the promise and hence, the petitioner sent legal notice, which was replied to by the respondent.

3. It is submitted that the respondent sent an arbitration notice to the petitioners on 02.01.2019 appointing one Advocate as an Arbitrator, which was not acceptable to the petitioners. Thus, the petitioners sent reply notice dated 11.01.2019 marking a copy to the Arbitrator, however, the Arbitrator issued notice fixing the hearing. In the said circumstances, the petitioners are before this Court with these petitions.

4. Heard the learned counsels for the parties and perused the materials placed before this Court.

5. Having considered the submissions of both sides, this Court appoints Mr.S.Venkatesan, Advocate, having office at No.24, III Avenue, Indira Nagar, Adyar, Chennai-600 020, (Phone No.98410 41367), 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

PUSHPA SATHYANARAYANA, J.

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Court Arbitration Centre and in accordance with the Madras High Court
Arbitration Rules.

6. These Original Petitions are ordered accordingly, leaving the
parties to bear their own costs.

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26.06.2019



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