

IN THE HIGH COURT OF JUDICATURE AT MADRAS**DATED: 28.01.2019****CORAM****THE HONOURABLE JUSTICE M.GOVINDARAJ****O.P. No.1099 of 2018**

S.Subash Kumar
Rep.by its Power of Attorney Agent
Mr.Sowmyan. ... Petitioner

-VS-

- 1.M/s.KP Developers,
having office at No.36, Old No.157, First Floor,
Eldams Road, Alwarpet, Chennai – 600 018.
- 2.M/s.KP Estates,
having office at No.36, Old No.157, First Floor,
Eldams Road, Alwarpet, Chennai – 600 018.
- 3.M/s.Rudradev Aviation Private Limited,
having office at R.R.Towers III,
Thiru Vi-Ka Industrial Estates,
Guindy, Chennai – 600 032.
- 4.M/s.NHD Developers,
having office at No.36, Old No.157, First Floor,
Eldams Road, Alwarpet, Chennai – 600 018.
- 5.M/s.KP Homes,
having office at No.36, Old No.157, First Floor,
Eldams Road, Alwarpet, Chennai – 600 018.
- 6.M/s.Adinath Infrastructers,
having office at 41/44, G.P.Road,
K.G.Plaza 3rd Floor, Chennai 600 002.

(Respondents 1 to 6 represented by their Power Agent
Respondent No.7)

7.M/s.Amarprakaash Developers Private Limited,
Rep. by its Authorized Signatory,
having its Registered Office at No.42,
Rajendra Prasad Road, Chromepet,
Chennai – 600 044.

.. Respondents

Prayer: Original Petition filed under Section 11 (6) of the Arbitration Conciliation Act, 1996 to appoint an Arbitrator from the panel as the sole arbitrator to resolve the dispute in accordance with the terms of the agreement of Project Promotion and Construction with the 7th respondent on 26.09.2013.

For Petitioner : Mr.K.Chandrasekaran

For Respondents : Mr.D.Ravichandran

ORDER

This Original Petition has been filed by the petitioner seeking to appoint an Arbitrator from the panel as the Sole Arbitrator to resolve the dispute in accordance with the terms of the agreement of Project Promotion and Construction with the 7th respondent on 26.09.2013.

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2. According to respondents 1 to 6, they claim themselves as land owners. They sold the property to the 7th respondent for developing and selling the same and that they have no role in the transactions. But for naming the 7th respondent as their Power of Attorney, they have no privity of contract with the petitioners.

3. In the agreement the respondents 1 to 6 are shown as land owners represented by the 7th respondent, as such arrayed as parties in this application also. The learned counsel for the 7th respondent would categorically state that respondents 1 to 6 have nothing to do with the transactions. It is the Development and Construction agreement between the 7th respondent and the petitioner. In the event of appointment of Arbitrator, the contest will be between the petitioner and the 7th respondent the said statement of the 7th respondent is recorded.

4. Both the parties affirm as to the existence of an arbitration agreement and of an arbitral dispute. In such circumstances, by consent of all the parties, I hereby, appoint **Mr.C.S.K.Sathish, Advocate, having office at No.92, Law Chambers, High Court Buildings, Chennai – 600 104, (Mobile No.9840125700),** as 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 copy of this 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

M.GOVINDARAJ, J.

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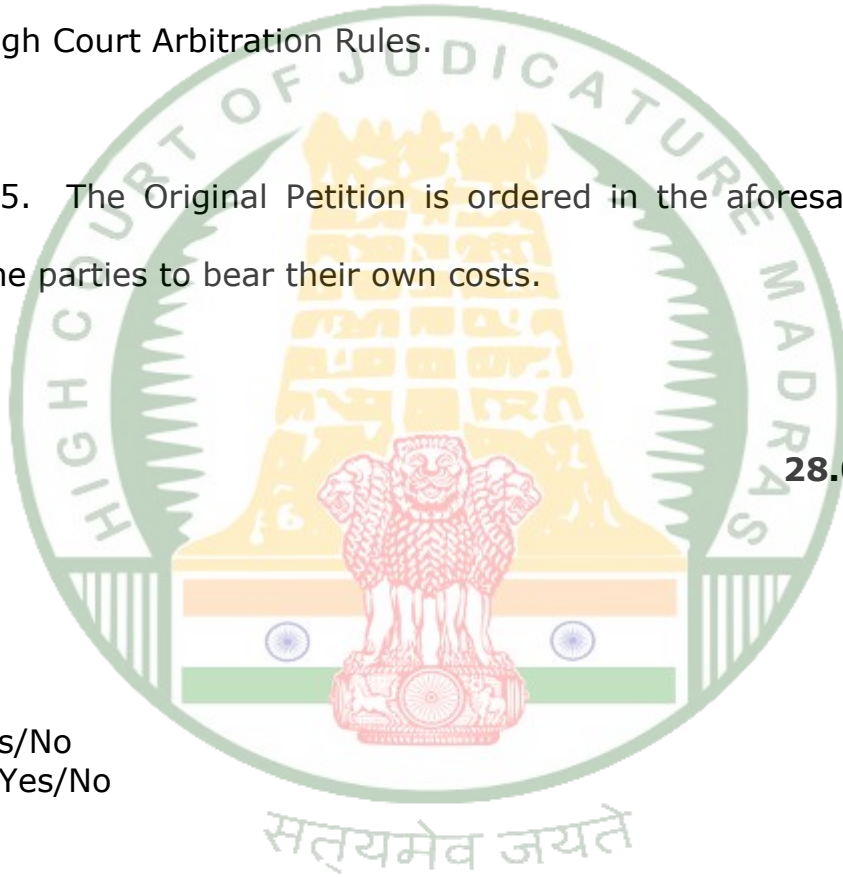
Madras High Court Arbitration Centre and in accordance with the Madras High Court Arbitration Rules.

5. The Original Petition is ordered in the aforesaid terms leaving the parties to bear their own costs.

28.01.2019

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Index: Yes/No
Internet: Yes/No



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