

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 26.02.2021

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

O.P.No.407 of 2020
&
A.Nos.2214 & 2215 of 2020

S.Parthasarathy

... Petitioner

Vs.

M/s.Real Value Promoters Pvt. Ltd.,
'AMARASRI'
No.455, Anna Salai,
Teynampet, Chennai – 600018

Also at

M/s. Real Value Promoters Pvt. Ltd.,
No.17/1, Poes Road, 2nd Street
Teynampet, Chennai – 6000018.

... Respondent

Prayer: The Petition is filed under Section 11 (5) A of the Arbitration and Conciliation Act, 1996 as amended to appoint a sole arbitrator to adjudicate upon the differences and disputes between the petitioner and the respondent under the Construction Agreement dated 19.09.2013.

For Petitioner : Mr.M.Praveen Kumar

For Respondent : Mr.P.Vinodh Kumar

ORDER

The above petition is filed for appointing an arbitrator to resolve the dispute that has arisen on account of the respondent not adhering to the terms of the Construction Agreement dated 19.09.2013.

2. The petitioner has come to the Court stating that they have purchased a flat together with the undivided share of 278 Sq.ft. land. The petitioner has to date paid a sum of Rs.26,12,280/- which includes the cost of the undivided share. The respondent had promised to complete the construction of the flat within a period of 36 months from the date of signing of the Construction Agreement, however the assurance has been observed in the breach.

3. Consequently, the petitioner had issued a legal notice dated

23.01.2019 calling upon the respondent to refund the sum of Rs.26,12,280/- together with interest at 18% per annum. However, the respondent has not settled the amount. It has to be borne in mind that the undivided share is already been made in favour of the petitioner. Thereafter, the petitioner has sent a legal notice dated 20.03.2020, proposing the name of Mr.R.Ramaraj, District Judge (Retd) as their arbitrator. Since the respondent did not come forward to agree to the arbitrator named by the petitioner, this petition under Section 11 (5) has been moved.

4. Mr.P.Vinodh Kumar, learned counsel who has entered appearance on behalf of the respondent would submit that they have no objection to an arbitrator being appointed since disputes have arisen between the parties.

5. In view of the above, I hereby appoint Mr.T.Murugamanickam, Senior Advocate, N Block 319, 25th Street, Anna Nagar East, Chennai – 600 102, Mob:9840946260 as an Arbitrator.

i) The 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 entering reference. It is open to the respondent to raise all legal objections as to the validity of contract.

ii) The arbitrator is at liberty to fix the remuneration and other incidental expenses as per law.

iii) 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.

6. The Original Petition is ordered leaving the parties to bear their own costs. Considering the fact that the arbitrator is now been appointed, the applications are closed giving liberty to the applicant to move the arbitrator as and when the arbitrator enter reference. No costs.

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P.T. ASHA. J.

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