

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 17.03.2021

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

O.A.No.652 of 2020

M/s.Chendur Homes Pvr. Ltd.,
represented by its Managing Director,
T.D.Rajha, having Registered Office at
No.4 G, I Block, Shyamala Garden,
136, Arcot Road,
Saligramam, Chennai – 600 093.

... Applicant

Vs.

1.G.Balasubramaniyan

2.G.Shanmuhasunder

... Respondents

Prayer: Judges summons filed under Section 9 of the Arbitration and Conciliation Act, 1996, to grant an order of ad interim injunction restraining the respondents, their men, agents, representatives, their transferees and / or any person claiming through the respondents from in any manner transferring / encumbering / selling / disposing the flats constructed, the apartment complex known as “Chendur Ganesh Residency” / “Ganesh Apartments” together with the proportionate

undivided share in the land measuring 22,271 Sq.ft and 15,313 Sq.ft., comprising in Old Survey No.151/2, and New Town Survey No.98 of then Ward I, new Ward J, Block No.14 of Uyyankodan, Vayalur Main Road, Thirumalai Village, Thiruchirapalli District.

For Applicant : Mr.Haja Mohideen Gisthi
for Mr.T.K.S.Gandhi

For Respondent 1 : Mr.Prahalad Bhat

For Respondent 2 : Mr.P.Chandrasekar

ORDER

The above application is filed invoking the provisions of Section 9 of the Arbitration and Conciliation Act, 1996 for an injunction restraining the respondents from alienating, encumbering etc., the schedule property. The applicant has invoked the arbitral clause contained in the joint venture agreement dated 05.07.2012 entered into between the applicant and the respondents. This Court had ordered notice to the respondents on 18.12.2020. The 2nd respondent had also filed a counter in which he would after objecting to the contents of the affidavit filed by the applicant contend that the applicant ought to file a petition for appointing an

arbitrator and not file an application under Section 9 of the Act. The applicant has filed a suit before the Principal District Munsif, Trichy. The 1st respondent has not filed a counter. Parties were asked to revert as to whether the disputes could be referred to arbitrator by orders of this Court dated 09.03.2021 and report by 17.03.2021.

2. When the matter was posted on 17.03.2021 the parties agreed for appointment of an arbitrator. Since the arbitration clause is silent on the seat the learned counsel requested that arbitral proceedings may be held at Chennai.

3. In the light of the above circumstances, this Court is passing the following order:

i) Mr.Sivanandaraaj. J, Advocate, No.24, Custian Beach Street, Santhome, Chennai – 600004, Mob:9841024778 is appointed as an Arbitrator.

ii) 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.

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

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

4. Considering the fact that the arbitrator is now been appointed, the application is closed giving liberty to the applicant to move the arbitrator as and when the arbitrator enter reference. No costs.

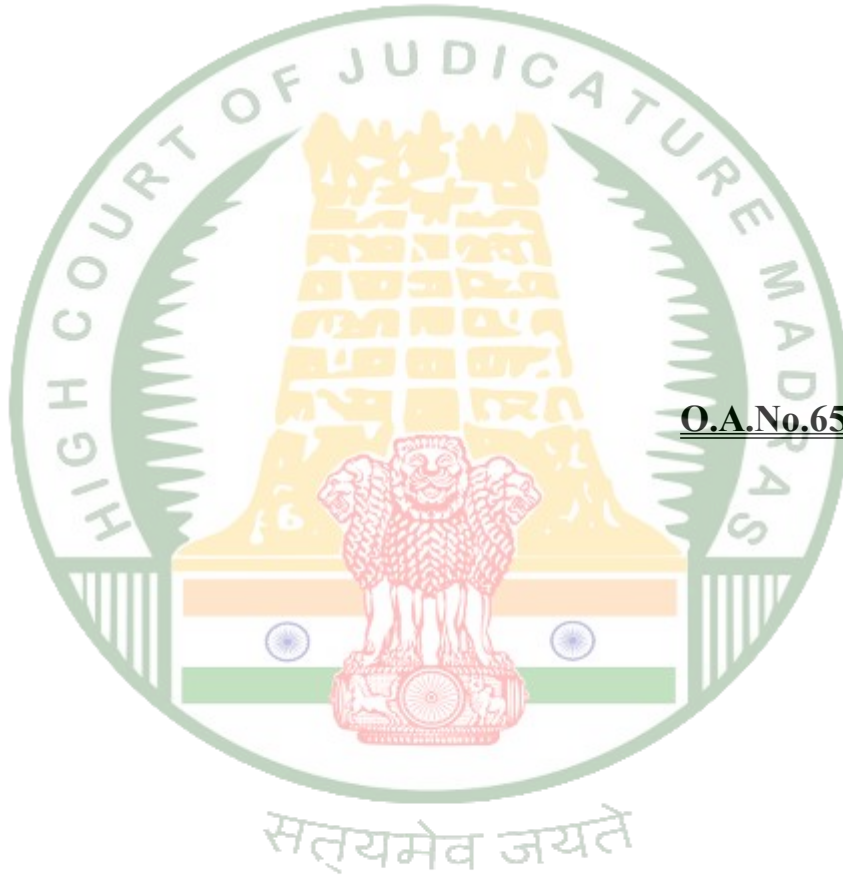
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