



Arb.Original Petition (Com.Div.) No.590 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.03.2023

CORAM:

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

Arb.Original Petition (Com.Div.) No.590 of 2022

L.Jegannath

... Petitioner

Vs.

Babitha Babudurai

... Respondent

PRAYER: The Original Petition has been filed under Section 11 (6) of Arbitration and Conciliation Act, 1996, to refer the dispute between the petitioner and the respondent to arbitration and adjudication by the Madras High Court Arbitration Centre.

For Petitioner : Mr.O.Padma Prakash

For Respondent : No appearance

ORDER

The present Original Petition has been filed under Section 11 (6) of Arbitration and Conciliation Act, 1996, to appoint an Arbitrator to resolve the dispute between the petitioner and the respondent.



Arb.Original Petition (Com.Div.) No.590 of 2022

WEB COPY

2. The learned counsel appearing for the petitioner submits that the petitioner and the respondent entered into a Joint Development Agreement dated 17.08.2020 for development of the schedule mentioned property. As per the Agreement, the petitioner is entitled to 50% undivided share out of the schedule property and 50% of the built up area out of six flats proposed to be constructed over it. The petitioner having entered into the Joint Development Agreement, agreed to take efforts to raise the ceiling and get a patta for the schedule mentioned property. Accordingly, the petitioner took sincere efforts and got the land ceiling raised in proof of which a certificate in the form of an Extract from the Town Survey Land Register of Korattur Village was issued by the Tahsildar, Ambattur Taluk, on 02.06.2022 for the schedule mentioned property. The petitioner spent a sum of Rs.5,00,000/- for this process, which was endorsed by the husband of the respondent in the Joint Development Agreement.

3. The learned counsel appearing for the petitioner further submits that after obtaining the Extract from the Town Survey Land Register, the attitude of the respondent and her husband have changed. Both of them were trying to wriggle out of the Joint Development Agreement in utter disregard of



Arb.Original Petition (Com.Div.) No.590 of 2022

the terms of the Agreement and the efforts put in by the petitioner and the expenses incurred by him. Hence, the petitioner has made a demand to repayment of Rs.5,00,000/- from the respondent. He has also sent a notice dated 02.07.2022 under Section 11 of the Arbitration and Conciliation Act, 1996, to the respondent. For the said notice, the respondent sent a reply dated 11.07.2022, but, refused to give her consent. Since the respondent has refused to pay the said amount which was spent by the petitioner, the petitioner has constrained to file this petition to appoint an Arbitrator to resolve the dispute between them as per Clause 21 of the Joint Development Agreement. The said Clause is extracted as follows:-

"21. The parties hereto unanimously agree, declare and covenant with each other that the Joint Development Project shall be completed in a smooth manner and beyond the limits if there is any dispute, claim or misunderstanding regarding the said Joint Development Project they same shall be referred to the Arbitrator and the decision of the arbitrator shall be final and binding on both the parties."



Arb.Original Petition (Com.Div.) No.590 of 2022

WEB COPY

4. This Court, on 15.11.2022, has ordered notice to the respondent and the same has also been served to the respondent. The learned counsel was also engaged on behalf of the respondent. When the matter came up for hearing on 22.02.2023, the learned counsel, who appeared for the respondent, has withdrawn his appearance on behalf of the respondent. Therefore, this Court directed the Registry to print the name of the respondent and accordingly, the name of the respondent is also printed in the cause list. Today when the matter is called, the respondent has not contested the case.

5. Upon hearing and on perusal of the affidavit and the notice, this Court is of the considered view that the present dispute squarely falls within the scope of the Joint Development Agreement dated 17.08.2020 and the same can be referred to the Arbitrator. Hence, this Court is inclined to appoint a sole Arbitrator to decide the issue that is involved in this case and accordingly, ***Mr.Niranjana Rajagopalan, Advocate, having office at F-3, Whispering Heights, 132, St.Mary's Road, Alwarpet, Chennai - 600 018, Mobile No.9381803616,*** is appointed as Arbitrator to enter upon reference and adjudicate the disputes *inter se* the parties. The learned Arbitrator appointed



Arb.Original Petition (Com.Div.) No.590 of 2022

herein, shall after issuing notice to the parties and upon hearing them, pass an award as expeditiously as possible, preferably within a period of six (6) months from the date of receipt of the Order.

6. This Original Petition is ordered accordingly, leaving the parties to bear their own costs. It is open to the parties to raise all the issues, which have been put forth before this Court and the learned Arbitrator is directed to decide the issue between the parties on his own, without taking any observation made in this order.

16.03.2023

asi



WEB COPY



Arb.Original Petition (Com.Div.) No.590 of 2022

KRISHNAN RAMASAMY, J.

asi

Arb.Original Petition (Com.Div.) No.590 of 2022

16.03.2023