



O.A.Nos.47 and 48 of 2024

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C.SARAVANAN, J.

The dispute between the applicant and the respondent is arbitrable under the Joint Development Agreement dated 06.03.2014 in terms of Clause 19. Same reads as under:-

“19.In case of any dispute, difference or claims between the parties hereto in connection with this agreement, the parties shall endeavor to resolve such dispute or difference in an amicable manner through mutual discussions. If no settlement could be reached through consultations between the parties within (30) business days of one party delivering a written notice of the dispute to the other party, then such matter shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (the “Act”). The parties agree with respect to such arbitration that:

(a)The arbitration proceedings shall be conducted in English and the place of arbitration shall be Chennai alone.

(b)The Arbitration shall be conducted by three Arbitrators, one nominated by each party and the two arbitrators appointing the neutral arbitrator. The decision of the Panel shall be final and binding on the parties.



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(c)The arbitrators shall state the specific reasons for their findings in writing. The parties agree to be bound thereby and to act accordingly.

(d)When any dispute occurs which is submitted to arbitration, except for the matter under dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining obligations as per the terms set out in this Agreement.

(e)Courts at Chennai alone shall have exclusive jurisdiction to deal with any matter arising out of this Agreement.”

2. Under the aforesaid Joint Development Agreement, the applicant has paid a sum of Rs.50,00,000/- to the respondent as advance. The respondent was required to obtain patta for the land. However, the respondent failed to obtain patta.

3. Under these circumstances, the applicant has sent letters asking the respondent to refund the amount so that the advance amount can be refunded back to the respondent. However, the respondent has taken time and has been evading repayment of the amount. Since the



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respondent has failed to refund the amount of Rs.50,00,000/- in terms of the Joint Development Agreement dated 06.03.2014, Court is of the view, the applicant has made out a *prima facie* cases on merits for grant of interim relief.

4. Notice that was ordered on the respondent on 29.01.2024, has also not evoked any response from the respondent after the institution of the present proceedings. Therefore, the Interim Order passed on 29.01.2024 is made absolute.

5. The applicant is directed to invoke arbitration Clause and work out the remedy in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this order shall continue for a period of 90 days from today. It is open for the applicant to continue this interim order by filing suitable application under Section 17 of the Arbitration and Conciliation Act, 1996 before the learned Arbitrator.



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6. Accordingly, these Original Applications stand disposed of with
the above liberty.

06.03.2024

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