

Arb.O.P.No.48 of 2024

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**RMT.TEEKAA RAMAN, J.**

This petition is filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 for appointment of Arbitrator to decide and adjudicate upon the disputes between the petitioner and the respondent arising out of the sale agreement dated 12.12.2017.

2. The brief facts leading to the case is as follows -

2(a) The first respondent is the owner of the property, merely described in the schedule. An arbitration agreement as defined in Section 7 of Arbitration and Conciliation Act, 1996 exists between the petitioner and the respondents. He had entered into an agreement of purchase of property from the first respondent, registered as Doc.No.2174 of 2013 at the SRO, Adyar comprised in Old Survey No.234/1A1F, New Survey No.234/51, comprised in Patta No.1714 and 1715 as per the patta assigned Survey No.234/51B and No.234/51C, Tambaram Taluk, now Sholinganallur Taluk, Kancheepuram District, now Chennai Corporation limits, for the total purchase cost of Rs.2,35,00,000/-, Clause 14 of the sale agreement dated 12.12.2017 states that -

“In case of any dispute or difference arise on the



interpretation of this agreement or in relation thereto the same shall be referred to the sole arbitrator of the repute to be appointed by the purchaser in accordance with the Arbitration laws of India.”.

2(b) The respondents mortgaged the said property with REPCO Home Finance Limited by way of deposit of title deeds on 02.09.2013. The said MODT is registered as Doc.No.2175/2013 in SRO, Adyar.

2(c) On 12.12.2017 the petitioner had transferred Rs.20,00,000/- to the Loan Account Bearing No.ADR002507 as per respondents instructions. REPCO home finance acknowledged by letter dated 15.12.2017 for final closure of loan account on payment of Rs.2,35,00,000/- on or before 31.12.2017 under one time settlement scheme. This amount has been treated as advance. It was agreed that the balance consideration would be paid on or before the registration of the sale deed. On default, he was issued a legal notice dated 20.01.2023. Subsequently, he was also issued notice that in view of the arbitration clause contained in the terms of agreement and he has suggested three names as could be seen from the notice issued by the petitioner on 29.05.2024.

3. The learned counsel for the petitioner would submit that the



petitioner has not received any reply which necessitated him in filing the present petition.

4. Taking into consideration the nature of the dispute and the clause contained in the terms of agreement, I am inclined to allow this petition. Accordingly, ***Hon'ble Mr. Justice B. Gokuldas, Former Judge of Madras High Court*** is appointed as Arbitrator and His Lordship shall conduct the arbitration at Arbitration Centre, Madras High Court, Chennai. The remuneration of the Hon'ble Judge is left to discretion of Arbitrator and His Lordship is entitled for travelling allowance on par with the High Court status.

4. Post the matter before the Arbitrator on 26.09.2024 after issuing notice to the parties.

**03.09.2024**

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