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CMP No. 12365 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09-09-2025

CORAM

THE HONOURABLE MR JUSTICE S. M. SUBRAMANIAM

AND

THE HONOURABLE MR JUSTICE C. SARAVANAN

CMP No. 12365 of 2025

in

OSA.Sr.No.78221 of 2025

1. Thiruppathi Raja

S/o.S.Vellachami

2. S.Geetha

W/o.Dr.Thirupathi Raja

Appellant(s)

Vs

1. Artha Real Estate Corporation Limited

Rep. by its Authorized Signatory

Mr.Sunil Govardhan,

Having Registered office at

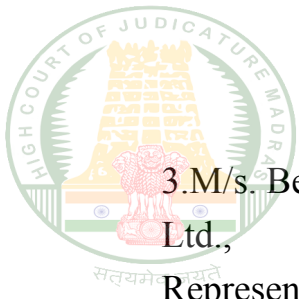
No.110/37 Solitaire Building Service Road,

Outer Ring Road, Marathahalli,

Bangalore - 560 037.

2.Ranvir R.Shah

S/o. Ranjit P.Shah



3.M/s. Bennet Property Holdings Company
Ltd.,

Represented by its Authorized Signatory
Having its Registered Office at
5th Floor, Times Tower,
Kamala Mills Co S. B. Marg,
Lower Parel West
Mumbai -400013.

Respondent(s)

PRAYER

To grant leave to sue in favour of the Appellant.

For Appellant(s): Mr.Srinath Sridevan,
Senior Counsel for
M/s.Viruksham Legal

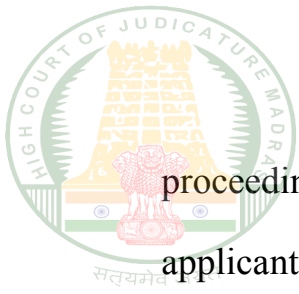
For Respondent(s): Mr.R.Venkat Raman
for M/s.TATVA Legal Chennai for R1-3
Mr.AR.L.Sundaresan,
Senior Counsel
for Mr.L.Palanimuthu for R2

ORDER

(Order of the Court was made by S.M.Subramaniam J.)

The Original Side appeal on hand has been instituted to assail the order dated 29.04.2025 passed in Original Application Nos.313 to 319, 339 & 340 of 2024 and Arbitration Application No.226 of 2024.

2. The appellants before this Court are the third party in the arbitration



proceedings. The 1st respondent, Artha Real Estate Corporation Limited, is the applicant in all the applications in the arbitration proceedings. The 2nd respondent is the respondent in the arbitration proceedings. The 3rd respondent before this Court is the 2nd respondent in the arbitration proceedings.

3. The 2nd respondent, Mr. Ranvir R. Shah, is the landowner who entered into a joint venture agreement with the 3rd respondent and thereafter with the 1st respondent.

4. The grievance of the appellants herein is that he agreed to purchase a villa to be developed in the land totally measuring 23.82 acres in Vandalur, Kelambakkam, Chengalpet District. The appellants were conferred with 3400 sq. ft of undivided share in the entire extent of 23.82 acres.

5. Mr. Srinath Sridevan, the learned Senior Counsel appearing for the appellants, would submit that the project in its entirety has not been completed, and the appellants have not taken possession. When the matters stand at that stage, a dispute arose between the landowner and the builder, who in turn invoked the arbitration clause. A consensus was arrived between the landowners and the builders, and accordingly, the arbitration proceedings were closed based on the compromise memo signed and filed between the parties. As per the compromise memo, 60% of the vacant land unutilized for developing villas were returned back to the 2nd respondent/land owner, and the villas are proposed



to be developed in the remaining land of approximately 7.44 acres out of 23.82 acres.

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6. This resulted in filing of the present petition seeking leave of this Court by the appellant. The appellant would submit that their rights are infringed on account of the compromise entered into between the landowner and the builder. When an undivided share has already been conferred on the purchasers, the compromise entered into between landowner and contractors unilaterally, cannot bind the purchasers for whom undivided shares have been granted towards the entire extent of land measuring 23.82 acres. Thus, leave is to be granted.

7. Mr.AR.L.Sundaresan, the learned Senior Counsel appearing for the 2nd respondent/landowner, would oppose by stating that, it is an inter se dispute between the landowner and the builder. They have arrived at a consensus and accordingly settled the issues, and consequently, the arbitration proceedings are closed. The agreement between the landowner and contractors would not in anyway offend the rights of the purchasers, and the builders have already agreed to provide all infrastructures and amenities as promised in the agreement entered into between the bonafide purchasers. Thirty nine persons have entered into an agreement to purchase the villas in the subject property. The learned Senior Counsel would submit that twenty seven purchasers have agreed to bifurcate the unutilized land, which was handed over to the 2nd



respondent/original landowner.

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8. The learned counsel for the 3rd respondent would also sail with the other respondents and submit that they made an attempt to convince the appellants, since the builders are ready and willing to provide all infrastructures and amenities as promised in the construction agreement. Pertinently, the appellants have already filed an original application before the Real Estate Regulation and Development Act, 2016 (RERA). If at all any grievance exist, it is to be redressed in the application, which is now pending before RERA. However, the inter se dispute, which has already been resolved between the land owner and the builder need not be opened, as it would result in further complications in respect of the majority of purchasers who have agreed with the land owner and builder for bifurcation of the subject property.

9. The learned Senior Counsel for the appellants would submit that the rights already conferred cannot be taken away. In this context, this Court is of the considered view that the appellants have already approached the RERA in order to redress their grievance. That being so, it is unnecessary for this Court to unsettle the settled issues between the builder and the landowner. That apart, Section 18 of the Real Estate Regulation and Development Act contemplates return of the amount and compensation to the aggrieved purchasers. Thus, the appellant is at liberty to workout all the remedies available to them before the RERA or by approaching any other competent forum for which they are legally



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10. In view of the facts and circumstances, this Court is not convinced with the reasons for grant of leave in favour of the appellants. Consequently, the CMP No. 12365 of 2025 is dismissed and the Original Side Appeal is rejected at the SR stage itself. No costs. Consequently, the connected miscellaneous petitions, if any, are closed.

(S.M.SUBRAMANIAM J.)(C.SARAVANAN J.)

09-09-2025

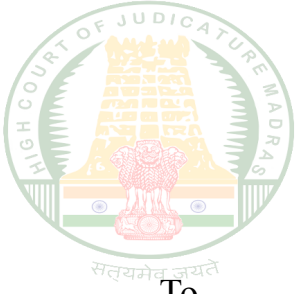
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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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To
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1.Artha Realestate Corporation Limited
Rep. by its Authorized Signatory
Mr.Sunil Govardhan, Having
Registered office at No.110/37 Solitaire
Building service Road, Outer Ring
Road, Marathahalli, Bangalore - 560
037.

2.M/s. Bennet Property Holdings
Company Ltd.,
Represented by its Authorized
Signatory Having its Registered Office
at 5th Floor, Times Tower, Kamala
Mills Co S. B. Marg, Lower Parel West
Mumbai -400013.



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