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Arb O.P(COM.DIV.) No. 179 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-09-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 179 of 2025

and Arb.Appl.Nos.1114, 462, 463, 464, 465 and 581 of 2025

and O.A.No.270 of 2025

M/s.SPR CITY ESTATES PRIVATE LIMITED,

Represented by its Director,

Mr.Chetan Bohra,

Registered Office,

No.57, Narayana Mudali Street,

Sowcarpet, Chennai,

Tamil Nadu-600 079.

Petitioner(s)

Vs

1. M/s.SALCOMP TECHNOLOGIES INDIA PRIVATE LIMITED,

Represented by its Authorized Signatory,

Mr.C.R.Subramanian,

SIPCOT Industrial Area Phase III,

Chennai - Bangalore National Highway,

Sriperumpudur,Kancheepuram District,

Tamil Nadu-602105.

Respondent(s)



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PRAYER Petition filed under Section 11(4) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to adjudicate the disputes between the petitioner and the Respondent, arising out of the Lease Deed dated 23.02.2024.

For Appellant(s): Mr.P.V.Balasubramaniam for
M/s.ARK Law Associates

For Respondent(s): Ms.Sarah Abraham for
M/s.A.K.Mylsamy Associates

ORDER

Arb.Appl.Nos.1114, 462, 463, 464, 465 and 581 of 2025 and O.A.No.270 of 2025 have been filed seeking for interim protection under Section 9 of the Arbitration and Conciliation Act, 1996 (for the sake of brevity, hereinafter referred to as ' the Act').

2.Arb.O.P.(Com.Div.)No.179 of 2025 has been filed under Section 11 of the Act for appointment of sole Arbitrator.



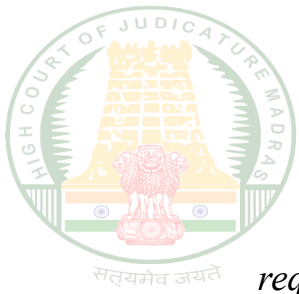
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3. When the matter came up for hearing on 18.03.2025, this Court passed the following order in O.A.No.270 of 2025.

These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) seeking for certain interim reliefs as prayed for in those applications.

2. Eventhough other interim reliefs have been sought for by the applicant, the learned Senior Counsel appearing for the applicant would submit that for the present it would suffice if an interim protection is granted as prayed for in favour of the applicant in O.A.No.270 of 2025. The said application has been filed for an injunction to restrain the respondent from not taking any other place other than the place which the respondent had agreed upon to take on lease under the registered lease deed dated 23.02.2024.

3. The respondent is a Multi-National Company (MNC). They are having their factory premises adjoining the property which was developed by the applicant specifically to cater the



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requirements of the respondent. Under the registered lease deed dated 23.02.2024, the respondent had agreed to take the building on lease from the applicant, which, according to the applicant, is tailor-made to suit the requirements of the respondent for the period of 10 years. The lease deed dated 23.02.2024 has also been filed as a document along with this application.

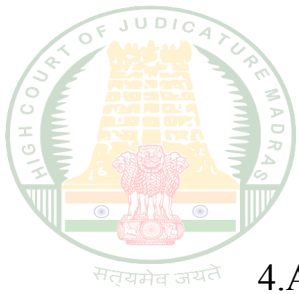
4. According to the applicant, they have completed the building project to suit the requirements of the respondent and is ready in all respects. At this stage, according to them, arbitrarily, the respondent has terminated the lease deed through termination letter dated 13.09.2024. According to the applicant, they have invested more than hundred crores of rupees in the project and since the construction has been tailor-made to suit the requirements of the respondent, they claim that they will be put to irreparable loss/hardship. The applicant has filed various communications exchanged between the parties with regard to the subject matter of the dispute. They have also filed photographs of the building, which, according to them, is complete in all respects , and the respondent can at any time take possession of the same as per the registered lease deed dated 23.02.2024.



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5. The lease deed dated 23.02.2024 contains an arbitration clause. The applicant has initiated arbitration in accordance with the arbitration clause by issuing notice to the respondent on 04.02.2025 as per the provisions of Section 21 of the Act. An interim reply dated 01.03.2025 has been received from the respondent to the said arbitration invocation notice. Having invested more than hundred crores of rupees on the project and the project being tailor-made to suit the requirements of the respondent, interim protection as prayed for in O.A.No.270 of 2025 has to be granted in favour of the applicant, as the applicant has made out a prima-facie case for the grant of interim injunction. Balance of convenience and irreparable loss/hardship are also in favour of the applicant for the grant of interim injunction insofar as O.A.No.270 of 2025 is concerned. Accordingly, there shall be an order of interim injunction as prayed for in O.A.No.270 of 2025.

Notice to the respondent through Court as well as privately returnable by 09.04.2025.

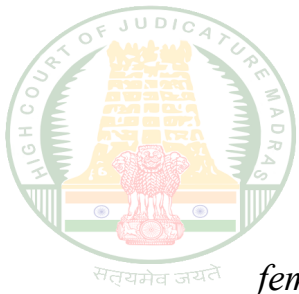


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4. After service of notice to respondent, an attempt was made to mediate the dispute between the parties and the following order came to be passed on 24.04.2025:

The applicant is having the benefit of interim injunction order in O.A.No.270 of 2025. Both the counsels have consented for the following modification / clarification of the order dated 18.03.2025 passed by this Court in O.A.No.270 of 2025. Eventhough, this Court had granted an order of interim injunction as prayed for in O.A.No.270 of 2025, both the counsels, on instructions, have now consented that the order will apply only to the women employees of the respondent based in Chennai (Sriperumbudur and Kancheepuram) alone and will not apply for male employees based in Chennai and other employees in other parts of India and abroad.

2. After recording the aforementioned consent, this Court makes it clear that the order dated 18.03.2025 passed in O.A.No.270 of 2025 is restricted to women employees of the respondent at Chennai alone (Sriperumbudur and Kancheepuram) and it will not apply to male employees employed by the respondent at Chennai as well as other employees, which includes



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females as well, who are employed by the respondent outside Chennai and in other parts of India / abroad. Both the counsels, on instructions, have now given consent for mediating the dispute between the petitioner and the respondent through Mr. M.K. Kabir, Senior Counsel.

3. Accordingly, this Court appoints Mr.M.K.Kabir, Senior Counsel to mediate the dispute between the parties pertaining to the subject matter of the application. Both the parties shall meet the mediator at the convenient date suggested by the mediator and the mediator shall submit a report to this Court with regard to the mediation on the next hearing date.

4. Post the matter on 12.06.2025.

5.The mediation attempts failed and it was reported to this Court and on 18.08.2025, following order came to be passed by this Court:

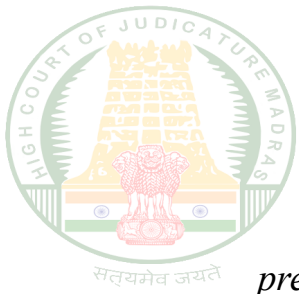
Arb.Appln.No.1114 of 2025 has been filed seeking for an interim direction to direct the respondent to cancel the lease deed dated 23.02.2024.



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2. *Earlier, both the parties were referred to mediation through a Senior Advocate appointed by this Court. Both the counsels would now submit that the mediation has failed. According to the applicant, the respondent has entered into a lease deed dated 23.02.2024 with the applicant and the building constructed by the applicant, which is the subject matter of the lease deed dated 23.02.2024 was tailor-made only for the respondent. However, the contentions of the applicant are disputed by the respondent as they would contend that the applicant has committed breach of contract by not fulfilling the terms and conditions of the lease deed dated 23.02.2024. It is also represented by the learned counsel for the respondent that the respondent is not willing to take the property on lease from the applicant, which is the subject matter of the lease deed dated 23.02.2024. Since the respondent is not willing to take the property on lease, necessarily the lease deed dated 23.02.2024 has to be cancelled.*

3. *To enable the learned counsel for the respondent to get instructions as to whether they are agreeable to cancel the lease deed dated 23.02.2024 entered into with the applicant, without*



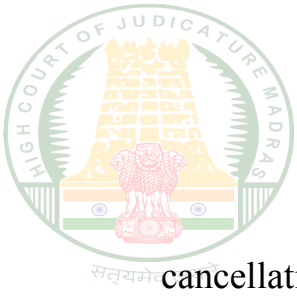
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prejudice to the rights and contentions against the applicant in the arbitration, this Court is adjourning these matters to 25.08.2025.

6.This Court has carefully considered the submissions made on either side and the materials available on record.

7.The learned Senior Counsel appearing on behalf of the applicant, apart from making his submissions on the merits of the case, mainly focused on the interim relief sought for in Application No.1114 of 2025, wherein the applicant has sought for an interim direction to direct the respondent to come forward to cancel the Lease Deed dated 23.02.2024, to enable the applicant to deal with the property with third parties so as to mitigate the damages caused due to the alleged breach on the part of the respondent.

8.The learned counsel appearing on behalf of the respondent submitted that the respondent is entitled for the refund of a sum of Rs.4,61,28,000/- together with damages and if the respondent agrees for registering the



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cancellation of the Lease Deed, it will cause prejudice to the respondent while seeking for the refund of the security deposit and other damages. The learned counsel further submitted that the interim relief sought for does not come within the purview of Section 9 of the Act. Hence, the parties can be directed to agitate all the disputes before the learned Arbitrator. The learned counsel further submitted that in the petition filed in Arb.O.P.(Comm.Div.)No.179 of 2025, this Court can appoint an Arbitrator and leave the parties to agitate the dispute before the Arbitrator.

9.In the considered view of this Court, it is not necessary for this Court to go into the merits of the case, since this Court is inclined to appoint a sole Arbitrator and refer the parties to agitate the dispute before the Arbitrator.

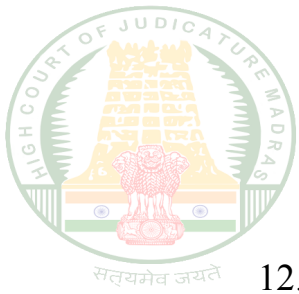
10.On carefully reading the tenor of the Termination Letter dated 13.09.2024, it is seen that the respondent in unequivocal term has made it clear that the Lease Deed dated 23.02.2024, is cancelled and the respondent is not



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intending to continue in their status as a tenant and in the Termination notice itself, the respondent has stated that all efforts to register the Cancellation Deed cancelling the Lease Deed dated 23.02.2024 can be taken.

11. In view of the above, it will suffice if the intention of the respondent to terminate the lease as is clearly spelt out in the Termination Letter dated 13.09.2024, is recorded. Recording of this fact, will enable the applicant to deal with the property. It is not necessary to compel the respondent to get the cancellation deed registered. It is also made clear that if any documents are presented for registration by the applicant, the same shall be entertained by the concerned Sub Registrar Office without raising any objection. It is also made sufficiently clear that this finding will not stand in the way of the respondent to raise all the disputes and to make the claims under the registered Lease Deed dated 23.02.2024. This finding will suffice to enable the applicant to deal with their property.



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12.All the other issues that have been raised by means of claims on the side of the applicant and counter claim made on the side of the respondent, can be raised before the learned Sole Arbitrator.

13. Arb.Appl.Nos.1114, 462, 463, 464, 465 and 581 of 2025 and O.A.No.270 of 2025 are disposed of in the above terms.

14.In Arb.O.P.(Comm.Div.)No.179 of 2025, this Court is inclined to appoint a sole Arbitrator. Hon'ble Mr.Justice V.Parthiban (Retd), a former Hon'ble Judge, Madras High Court, with address for service at No.5069, 12th Street, Z Block, Anna Nagar, Chennai-600 040, Mobile: 94440 94401 (email: parthibanyamuna@gmail.com) is appointed as sole Arbitrator. The Hon'ble sole Arbitrator is requested to enter upon reference, adjudicate upon arbitrable disputes that have arisen between the parties. The Arbitrator shall hold sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules



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2017 and fee of Hon'ble sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

15.This petition is disposed of in the above terms. No Costs.

23-09-2025

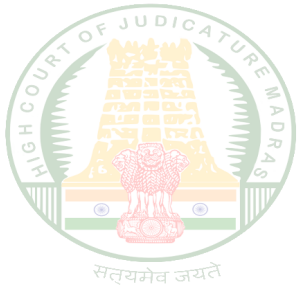
Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

1. Hon'ble Mr.Justice V.Parthiban (Retd),
Former Hon'ble Judge, Madras High Court
No.5069, 12th Street, Z Block,
Anna Nagar, Chennai-600 040.
Mobile: 94440 94401
(email: parthibanyamuna@gmail.com)

2. The Director
Tamil Nadu Mediation and Conciliation
Centre-cum-Ex-Officio Member
Madras High Court Arbitration Centre
Chennai - 104.



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N.ANAND VENKATESH J.

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