



WEB COPY

Arb O.P(COM.DIV.) No. 251 of
2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 251 of 2025

AND

A No. 3143 of 2025

M/s.Supreme Properties

Rep by its Partner Mr.B.Jaishankar

at No.108/25 East main Road,

Anna Nagar West Extn,

Chennai-600 101.

Petitioner

Vs

M/s.MSN Construction

By Prop.M.Madhu Sudhan

At 4/4A, Govindappa Naicken Second

Cross Street, Alapakkam,

Chennai-116.

Presently at W-379,East Main Road,

Anna Nagar West Extn. Chennai-101

and

Also at No.243, Brindavan Apartments

39th Street, 8th Sector

Near PSBB School, K.K.Nagar,

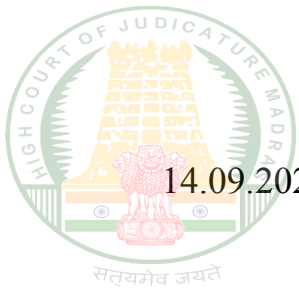
Chennai-600 078.

Respondent

Arb O.P(COM.DIV.) No. 251 of 2025

PRAYER

To appoint a Sole Arbitrator to adjudicate the disputes between the Petitioner and Respondent in terms of clause 32 of the Joint Venture Agreement dated



14.09.2020 and to direct the respondent to pay costs.

A No. 3143 of 2025

WEB PRAYER

To implead and array the Diamond Flats Owners Association represented by its President, K.S. Radhakrishnan, having office at Block No.107 and 108, East Main Road, Anna Nagar West Extn, Chennai-600101 as the 2nd Respondent in the above Arb.O.P.(Com.Div)251 of 2025 on the file of this Honble Court.

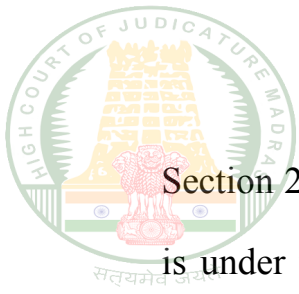
For Petitioner: Mr.V. Manohar

For Respondent: No appearance

ORDER

Arb.O.P.(Com.Div.)No.251 of 2025 has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for brevity, hereinafter referred to as “the Act”) for appointment of a sole Arbitrator to adjudicate the disputes between the petitioner and the respondent, in terms of Clause 32 of the Joint Venture Agreement dated 14.09.2020.

2. The petitioner and others entered into a joint venture agreement with the respondent on 14.09.2020 to develop the premises. The specific case of the petitioner is that the respondent failed to comply with the terms of agreement and vacated the office in order to avoid the responsibility arising out of the agreement. Ultimately, a notice dated 04.01.2023 was issued terminating the agreement dated 14.09.2020. In spite of receipt of notice, there was no response from the respondent. Hence the trigger notice was issued on 22.02.2023 under

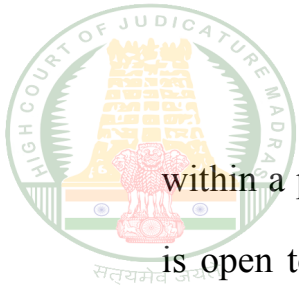


Section 21 of the Act. Even after receipt of the same, there was no response. It is under these circumstances, the present petition came to be filed before this Court for appointment of an Arbitrator.

3. The respondent was served with notice and when the matter came up on 22.09.2025, one Mr.Prithvi Chopda undertook to file Vakalat. Till date, no Vakalat has been filed. There is no representation for the respondent.

4. Taking into consideration the joint development agreement entered into on 14.09.2020 and the amended joint development agreement dated 04.11.2020 and also Clause 32 of the agreement, which provides for resolution of the arbitral dispute that has arisen between the parties to the Nani Palkhivala Arbitration Centre, No.22, Karpagambal Nagar, Mylapore, Chennai 600 004 and as well the trigger notice that was issued under Section 21 of the Act on 22.02.2023, this Court is convinced that there is a valid agreement between the parties in terms of Section 7 of the Act, which provides for an arbitration clause.

5. In view of the above, Mr.D.Shivakumaran, Advocate, 2nd Floor, Old Shaw Wallace Building, No.336 (166), Thambu Chetty Street, Chennai 600 001, Opp to High Court, Mobile No.98410 15582, is hereby appointed as the sole Arbitrator to enter upon reference and adjudicate the disputes inter se the parties. The learned Arbitrator, after issuing notice to the parties and upon hearing them, shall pass an award as expeditiously as possible, preferably



within a period of six months from the date of receipt of a copy of the order. It is open to the respondent to raise all legal objections as to the validity of the agreement. The learned Arbitrator shall be at liberty to fix his remuneration and other incidental expenses as per law. The arbitral proceedings shall be conducted at the Nani Palkhivala Arbitration Centre, New Door No.22, Karpagambal Nagar, Mylapore, Chennai 600 004.

6. This original petition stands allowed in the above terms. Consequently, A.No.3143 of 2025 is closed. There shall be no order as to costs.

06-10-2025

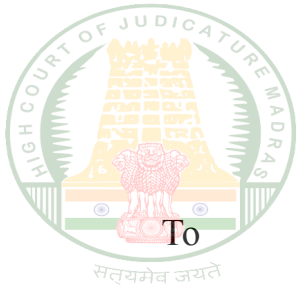
Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

SS



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2025



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1. Mr.D.Shivakumaran

Advocate-Sole Arbitrator

2nd Floor, Old Shaw Wallace Building

336(166), Thambu Chetty Street

Chennai 600 001 (Opp.to High Court)

(Mobile No: 98410 15582)

2. Nani Palkhivala Arbitration Centre

New Door No.22, Karpagambal Nagar

Mylapore

Chennai 600 004



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N.ANAND
VENKATESH J.

SS

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