



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29-07-2025

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THE HON'BLE MR JUSTICE ABDUL QUDDHOSE

OA No. 516 of 2025

and

ARB O.P(COM.DIV.) No. 318 of 2025

M/s.Sumeru Developers

A Partnership firm having its office at No. 73,
Mahatma Gandhi Road, Nungambakkam, Chennai
600034. Represented herein by its Partner, Mr.
Lakshman Bhandari.

..Applicant(s)

Vs

1. Siva
S/o.Mr.Chinnappan, Residing at No.1/14, Main
Road, Chengalpattu, Kandigai Malakottaiyur,
Kancheepuram 600 048.
2. Anand
Aged about 46 years, son of Mr. Ramadoss,
Residing at No. 18, Ellamuthamman Koil Street,
Near Railway Station, Pazhavanthangal,
Kancheepuram 600114.
3. Ezhumalai
Aged about 59 years, son of Mr. Jayaraman,
Residing at No. 77, Market Road, Kandigal
Chengalpattu, Melakottiyur, Kancheepuram 600
048.
4. Nandakumar
Aged about 30 years, son of Chandraprakasam,
Residing at No. 25, Thotam Avenue,
Nandivaram, Guduvancheri, Chengalpet District
603 202.



5. T Narayanaswamy
aged about 55 years, son of late Thulukkanam,
residing at No. 1, Jai Bhairavi Nagar, Sengadu
Thottam, Valayankutti Road, Near Alanthurai
Police Station, Alanthurai, Coimbatore 641101
6. R Saraswathi
Aged about 52 years, daughter of late
Thulukkanam, Residing at 3rd Street, Door No.
19/10A, Iyer Estate, Ponniammam Medu,
Thiruvallur, Chennai 600 110.
7. P Selvakayaki
Aged about 49 years, daughter of late Tulukanam,
Residing at Door No. 10, Pallikuppam, Amravati
Nagar, Senneerkuppam, Poonamallee,
Thiruvallur, Chennai 600 056
8. S Rukmani Devi
Daughter of late Tulukanam, Residing at Door
No. 525, Highway, Sholinganallur Village,
Sholinganallur Taluk, Chennai 600 119.
9. Kumuda
aged about 43 years, wife of T. Narayanaswamy,
residing at No. 1, Jai Bhairavi Nagar, Sengadu
Thottam, Valayankutti Road, Near Alanthurai
Police Station, Alanthurai, Coimbatore 641 101

..Respondent(s)

Arb O.P(COM.DIV.) No. 318 of 2025

M/s.Sumeru Developers
A partnership firm having
its office at No. 73, Mahatma Gandhi Road,
Nungambakkam, Chennai 600034.
Represented herein by its Partner,
Mr.Lakshman Bhandari.

..Petitioner (s)

Vs

1. Siva



2. Anand

Aged 46 years, S/o. Mr. Ramadoss,
Residing at No. 18,
Ellamuthamman Koil Street,
Near Railway Station,
Pazhavanthangal,
Kancheepuram-600114.

3. Ezhumalai

Aged 59 years, S/o. Mr. Jayaraman,
Residing at No. 77, Market Road,
Kandigal Chengalpattu,
Melakottiyur, Kancheepuram-600 048.

..Respondent(s)

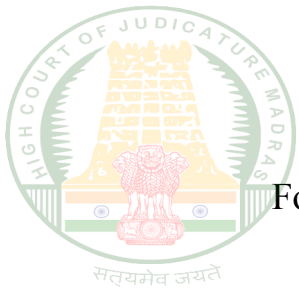
OA No. 516 of 2025

Pass an order of Interim Injunction restraining all the Respondents, its men, agents and any other person claiming under or through the Respondent in any manner dealing with, creating third party rights or encumbrances, alienating or any manner dealing the Subject Lands morefully described in the Schedule Property hereunder.

Arb.O.P(COM.DIV.) No. 318 of 2025

To appoint the nominee arbitrator or any other Arbitrator as per Clause 12 of the Memorandum of Understanding dated 01.07.2024 executed between the petitioner and Respondents to adjudicate the dispute between the parties.

For Applicant(s): Mr.G.Vivekanand



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For Respondent(s): M/s.Arun.G
For R1 And R2
M/s.A.Yamuna
For R3
Mr Kumarpal R Chopra
For M/s.M.Ravi Kumar
For R4 to R9

ORDER

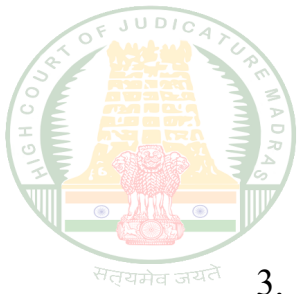
Arb.O.P.(Com.Div.) No.318 of 2025

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) seeking for appointment of an Arbitrator by this Court.

2. There seems to be a dispute between the petitioner and the respondents arising out of the Memorandum of Understanding (MoU) dated 01.07.2024, which contains an arbitration clause, and the same is re-produced hereunder:-

“12. ARBITRATION :

This MoU will be governed by all applicable laws of India. Any difference or dispute or claim arising out of or in relation to this MOU, which is not resolved by the parties amicably, shall be resolved by arbitration under and in accordance with the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be Chennai. The award given by the arbitrators shall be final and binding on both the parties.”



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3. The petitioner has invoked arbitration in accordance with the arbitration clause by issuing notice to the respondents on 11.11.2024 to comply with the requirements of Section 21 of the Act. According to the petitioner, no reply was sent by the respondents for the same. Since there exists an arbitration clause in the contract and since the petitioner has complied with the requirements of Section 21 of the Act and since there is no consensus between the parties with regard to arbitration, the petitioner has been constrained to file this petition under Section 11 of the Act.

4. A counter affidavit has been filed by the respondents admitting the existence of the arbitration clause in the contract dated 01.07.2024, which is the subject matter of the dispute between the parties. The respondents in their counter affidavit have stated that they are ready to refund the amount received from the petitioner, but, at the same time, they claim that the said amount was not paid by the petitioner, but, by a third party.

5. Admittedly, there exists an arbitration clause in the contract dated 01.07.2024, which is the subject matter of the dispute between the parties. The petitioner has also complied with the requirements of Section 21 of the Act by



issuing notice to the respondents on 11.11.2024. Since there exists an arbitration clause in the contract dated 01.07.2024, which is the subject matter of the dispute between the parties, and since the petitioner has complied with the requirements of Section 21 of the Act, and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court has to necessarily appoint an Arbitrator. Accordingly, this petition is allowed as prayed for with the following directions:-

(a) This Court hereby appoints Hon'ble Mr.Justice R.Subramanian, former Judge of this Court, residing at No.6/29, Flat No.1B, Viswanath Apartment, 5th main road, R.A.Puram, Chennai-28 (Mobile No.9444094402), as the Sole Arbitrator to adjudicate the dispute between the petitioner and the respondents arising out of MoU dated 01.07.2024, which is the subject matter of the dispute between the parties in this petition.

(b) The Sole Arbitrator appointed by this Court shall be paid remuneration/fees as per the schedule agreed upon by the parties to the dispute.

(c) The Arbitrator shall adhere to the provisions of Arbitration and Conciliation Act, 1996.



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(d) The Arbitrator shall also pass the arbitral award within the stipulated period as prescribed under the Arbitration and Conciliation Act, 1996.

O.A.No.516 of 2026

6. The applicant is having the benefit of interim injunction since 23.05.2025. Since this Court has appointed an Arbitrator in Arb.O.P.(Com.Div.) No.318 of 2025, this Court is extending the interim injunction granted in O.A.No.516 of 2025 for a period of six weeks from the date of receipt of a copy of this order to enable the applicant to file an application under Section 17 of the Act before the Arbitrator and seek a similar relief under Section 17 of the Act.

In terms of the above direction, this application is disposed of. No Costs.

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Index: Yes/No

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ABDUL QUDDHOSE J.

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