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Arb O.P(COM.DIV.) No. 391 of
2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 391 of 2025

1. M/s.Jones Lang Lasalle
Building Operations Private Ltd
having its Registered Office at
No.1110,Ashoka
Estate,Barakhamba Road,
Connaught Place
New Delhi- 110 001. And
Corporate Office at DLF Cyber
Park, Tower B, Level 12, Udyog
Vihar Phase 2, Gurgaon 122008,
Haryana Represented by its
Senior Manager

Applicant(s)

Vs

1. Godrej Palm Grove Apartment
Owners Welfare Association
Godrej Palm Grove, near Sree
Sastha Institute
Sembarambakkam,
Chennai-600123.
Rep by its President

Respondent(s)



PRAYER

a)To Appoint a Sole Arbitrator, in terms of Clause 11.1 of the Property Management Services Agreement dated 27.11.2020 to adjudicate the Petitioners claims against the Respondent b)Direct the Respondents to pay costs of this Petition to the Petitioner

For Applicant(s): Mr.Jabeen for
M/s.Menon Karthik
For Mr.Samir Kumar Shah
Respondent(s):

ORDER

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [hereinafter referred to as the “Act”] for appointment of a sole arbitrator.

2. When this petition came up for hearing on 14.07.2025, this Court passed the following order:-

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an arbitrator.

2. There seems to be a dispute between the petitioner and the respondent arising out of the Property Management Service Agreement, dated 27.11.2020. There exists an arbitration clause in the Property Management Service Agreement, dated 27.11.2020 and the same is extracted hereunder :-

“11.1 All disputes, controversies and differences arising out of or relating to



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this Agreement, including a dispute relating to the validity or existence of this agreement ('dispute') shall be referred to and resolved by arbitration in Chennai, India under the provisions of the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of sole i.e., one (1) arbitrator jointly appointed by the parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a Party to the other. If the parties fail to agree an appointment of such arbitrator then such arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. As part of the terms of the appointment of the arbitrator(s), the arbitrator(s) shall be required to produce a final and binding award or awards within six (6) months of the appointment of the sole arbitrator (jointly appointed by the parties). Parties shall use their best efforts to assist the arbitrator(s) to achieve this objective, and the Parties agree that six(6) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator(s) in its absolute discretion. The arbitral award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The Parties agree to be bound thereby and to act accordingly. All costs of the arbitration shall be borne equally by the Parties.

11.2. Clause 11.1 does not preclude a Party from seeking equitable relief, including injunction and preliminary injunction from a court of law in accordance with Clause 11.2.

11.3. This agreement shall be governed by and construed in accordance with the laws of India and subject to Clause 11.1 above, courts of Chennai, India, shall have exclusive jurisdiction on the matters arising from or in connection with this agreement.”



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3. *The petitioner has already invoked arbitration in accordance with the arbitration clause by issuing notice to the respondent on 17.10.2022 to comply with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. No reply has been sent by the respondent. Since there is no consensus between the parties with regard to the name of the Arbitrator, this petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator.*

4. *Since there exists an arbitration clause in the Property Management Service Agreement, which is the subject matter of the contract between the parties and since there is no consensus between the parties with regard to the name of the Arbitrator, this Court is issuing notice to the respondent, through Court as well as privately returnable by 07.08.2025.*

5. *Post the matter on 07.08.2025.*

3. After the service of notice, the petition was listed on 07.08.2025 and a counsel undertook to file vakalat. Accordingly, the matter was adjourned.

4. When the matter was taken up hearing today, the learned counsel, who undertook to file vakalat on behalf of the respondent submitted that he has no instructions in this case.



5. The respondent has not chosen to contest this petition either in person or by engaging a counsel.

6. In the light of the above discussion, this Court is inclined to appoint Mr.Adarsh Ramanujan, Advocate, at No.95/42, No.6, Ram's Flats, 2nd Main Road, Gandhi Nagar, Adyar, Chennai 600 020 Mobile No.9999984703 and email id adarsh@akrlaw.in as sole Arbitrator and the Arbitrator is requested to adjudicate the arbitral dispute that were arising between the parties by holding the sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017.

7. This Arb. OP is disposed of in the above terms. There shall be no order as to costs.

13-10-2025

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Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No



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N.ANAND VENKATESH J.
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