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Arb.O.P.(Com. Div.) No.332 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **05.02.2025**

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THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

**Arb.O.P.(Com. Div.) No.332 of 2024
and
O.A.No.78 of 2024**

1.P.Narasimhan
2. D. T. Chandrasekaran
3. K. Subulakshmi
4. C.Meerabai

... Petitioners

Vs.

S. Thilagavathy

... Respondent

PRAYER: Petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 to appoint a sole arbitrator to adjudicate the dispute between the petitioners and the respondent and to direct the respondent to pay the cost.

For Petitioners : Ms. C. Shankary
for M/s. Nathan and Asso.

For Respondent : Mr.S. Gopinathan



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ORDER

This application has been filed under Section 11 of the Arbitration and Conciliation Act, seeking for appointment of an Arbitrator by this Court.

2. The petitioners are the land owners and the respondent is a developer. They had entered into a joint development agreement dated 03.06.2018. There seems to be a dispute arising out of the said contract between the parties. The joint development agreement dated 03.06.2018 contains an arbitration clause which is extracted hereunder:

"16) Disputes between the parties shall be referred to two arbitrators, one to be nominated by the first party and the other by the second party and in case of the said arbitrators not agreeing to the award, an umpire to be appointed by the arbitrators in writing before the proceedings of the inference and the decision of the arbitrators or the in event of not agreeing, that of the umpire shall be final and binding on all parties to the contract and the provisions of the



Indian Arbitration Act and rules there under with any statutory modifications thereof shall be deemed to be incorporated in the contract. The arbitrators or the umpire shall give a speaking award."

3. The petitioners claim that the flats are yet to be handed over to them by the respondent as per the terms and conditions of the joint development agreement dated 03.06.2018. In view of the dispute, the petitioners had issued a notice dated 07.10.2023 as per Section 21 of the Arbitration and Conciliation Act to the respondent, requesting his consent for appointment of an arbitrator as per the arbitration clause contained in the joint development agreement dated 03.06.2018. According to the petitioners, no reply was received from the respondent though the learned counsel for the respondent would submit that the notice was never served on the respondent.

4. The learned counsel for the respondent has also not raised any serious objection for appointing an arbitrator by this Court. Since the joint development agreement dated 03.06.2018, which is the subject matter of the



dispute between the parties, contains an arbitration clause and since there is no consensus between the parties for naming the arbitrator, this Court necessarily has to appoint an arbitrator.

5. Accordingly, this Arbitration Original Petition is allowed as prayed for by issuing the following directions:

(a) Mr.Keerthikiran Murali, Advocate , who is having office at No.22, M.G. Ramachandran Road, Kalashetra Colony, Besant Nagar, Chennai - 600 090 (Mobile No.9655446098) is appointed as the sole Arbitrator to decide the dispute between the petitioners and the respondent arising out of the joint development agreement dated 03.06.2018.

(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996.

(c) Both the parties shall equally share the arbitrator's fees.

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.



6. Since this Court has appointed an arbitrator, liberty is granted to the applicant in O.A.No.78 of 2024 for filing a similar application before the arbitrator, seeking for interim relief under Section 17 of the Arbitration and Conciliation Act. In terms of the above directions, O.A.No.78 of 2024 is disposed of.

05.02.2025

Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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ABDUL QUDDHOSE. J.,

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