



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-04-2025

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THE HONOURABLE MR JUSTICE A.D.JAGADISH CHANDIRA

CRP No.4278 of 2024

and

CMP No.23804 of 2024

1. M/s. BSCPL Infrastructure Limited,
Rep. by its Authorised Signatory,
Nookampalayam, Perumbakkam Road,
Sittalapakkam Post, Chennai - 126.

Petitioner(s)

Vs

1. M/s. Bollineni Hillside Residential
Township Owners Association,
Regd. No.342/2010, Rep. by its Secretary,
Sreekanth Samamurthy kotte,
Nookampalayam, Perumbakkam Road,
Sittalapakkam Post, Chennai - 126.

Respondent(s)

PRAYER

To struck off the execution petition in EP No.97 of 2024 on the file of District Judge, Chengalpet in Award dated 17.08.2017 passed by Sole Arbitrator, in A.F. No.149 of 2016.

For Petitioner(s): M/s.M.Baskar, M/s. M.Kasthuri
Mr. D. Selvam (VC)

For Respondent(s): M/s.M.S.Seshadri,
M/s. Aishwarya S. Nathan
M/s. V. Harini

**ORDER**

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This Civil Revision Petition has been filed seeking to strike off the execution petition in E.P.No.97 of 2024 on the file of District Judge, Chengalpet in Award dated 17.08.2017 passed by Sole Arbitrator, in A.F. No.149 of 2016.

2. The brief facts of the case are that the revision petitioner/M/s.BSCPL Infrastructure Limited is a promoter and M/s. Bollineni Hillside Residential Township Owners Association is the respondent. Certain disputes arose between the parties under an agreement dated 02.02.2012. The respondent approached the Arbitral Tribunal at Chennai, for appointment of Arbitrator. By order dated 30.09.2016 in O.P.No.350 of 2016, this Court referred the matter before the Arbitration Tribunal to decide the disputes between the parties. During the pendency of the arbitration, the parties entered into a Memorandum of Compromise dated 10.08.2017. Based on this, an Award came to be passed on 17.08.2017. The respondent-Association alleging that certain clauses under the terms of compromise were not complied with by the promoter, and alleging that the keys of the Clubhouse were not handedover to the respondent-Association



had filed E.P.No.97 of 2024, seeking to strike off the EP filed by the respondent-

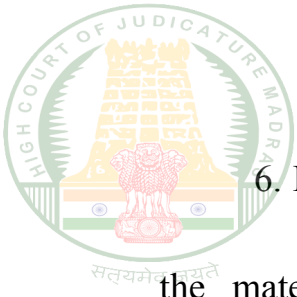
Association, the promoter/petitioner has filed the present Civil Revision Petition

with the aforesaid prayer.

3. Mr. Baskar, learned counsel for the petitioner submits that pending the above civil revision petition, the parties have settled the dispute between them and have entered into a Joint Memorandum of Compromise dated 07.04.2025. He seeks that the Civil Revision Petition may be disposed of on the terms of Joint Memorandum of Compromise.

4. Learned counsel appearing for the respondent submitted that the parties have entered into a Joint Memorandum of Compromise dated 07.04.2025 and submitted that the revision petition may be disposed of in terms of the Joint Memorandum of Compromise.

5. The Joint Memorandum of Compromise dated 07.04.2025, is taken on record.



6. Having heard the learned counsel appearing for both sides and perused the materials available on record, including the Joint Memorandum of Compromise dated 07.04.2025, this Court is inclined to dispose of the Civil Revision Petition.

6. Accordingly, this Civil Revision Petition stands disposed of in terms of the Joint Memo of Compromise. The Joint Memorandum of Compromise dated 07.04.2025 signed by the parties shall form part of the Court records. Consequently, the connected miscellaneous petition is also closed. No costs.

15-04-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

1. The District Judge, Chengalpet.

2. The Arbitral Tribunal at Chennai.



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A.D.JAGADISH CHANDIRA J.

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