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Arb. O.P. (Com.Div.) No.27 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.09.2025

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

Arb. O.P. (Com.Div.) No.27 of 2025

M/s.First Home Realty
Rep. by its Proprietor John Wesley
No.108, 1st Floor, G.N.Chetty Road
T.Nagar, Chennai 600 017

.. petitioner

Vs.

1.Mr.Jayan P

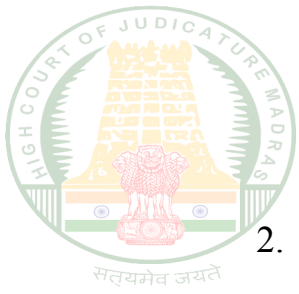
2.J.Jenilin Reepa

.. respondents

For respondents : Mr.I.Abraham Engles

ORDER

The matter was disposed of by an order dated 01.09.2025. Thereafter, a mention was made by the learned counsel for the respondents on 12.09.2025 to the effect that he was not heard, before the order was passed in the petition. Accordingly, this Court had directed the matter to be posted today under the caption "for being mentioned" and permitted the learned counsel for the respondents to make his submissions.



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2. Learned counsel for the respondents, primarily, took a stand that the respondents are in possession of the original construction agreement, which has been signed only by the petitioner and none of the respondents have signed in this agreement. Therefore, there was no valid agreement between the parties. Learned counsel further submitted that the construction that has been put up by the petitioner is an unauthorised/illegal construction, which is not pursuant to any agreement and therefore, if at all, the petitioner has any grievance, the petitioner can only knock the doors of the civil Court and seek for the remedy.

3. The above submissions made by the learned counsel for the respondents have been carefully considered by this Court.

4. Even in the earlier order that was passed on 01.09.2025, the notice of this Court was drawn to the construction agreement dated 14.02.2024, which has been signed by both the parties and also the copy of the construction agreement, which contains only the signature of the petitioner. This Court also found that the 1st and 2nd respondents are husband and wife and the owner of the property is the 2nd respondent and the husband has signed the agreement. This Court also took



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into consideration the fact that the petitioner had in fact, acted upon the agreement and after completion of the foundation work, a sum of Rs.12,00,000/- was paid to the petitioner. Therefore, if really there was no agreement between the parties, there was no occasion for the petitioner to proceed with the work and receive a sum of Rs.12,00,000/- towards cost.

5. All the above grounds were taken into consideration by this Court in the original order passed on 01.09.2025 and this Court does not find any ground to withdraw/modify the said order and the said order stands. The present order shall be incorporated in the original order and shall form part of the original order.

6. Registry is directed to issue a fresh order copy to both the parties.

15.09.2025

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N. ANAND VENKATESH, J.

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