



WEB COPY



Arbitration Original Petition (Com.Div.) No.779 of 2025
and Original Application No.986 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.12.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.779 of 2025
and
Original Application No.986 of 2025

INSTA PRECAST INDIA (OPC) PRIVATE LIMITED,
represented by its Authorized Signatory, M.Karthik,
Having its registered office at
No.151A, Siva Arcade, Second Floor,
Pillayar Koil, Paneer Nagar,
Mogappair, Chennai – 600 037. Petitioner/Applicant

Vs.

D.Vanidevi Respondent/Respondent

Arbitration Original Petition (Commercial Division) filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, seeking to appoint an independent, neutral Sole Arbitrator to adjudicate the disputes between the parties arising out of the Joint Development Agreement dated 17.09.2022 entered into between the petitioner and the respondent herein.

Original Application filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking interim injunction restraining the respondent from dealing with, selling, disposing of the fourth floor of the



Arbitration Original Petition (Com.Div.) No.779 of 2025
and Original Application No.986 of 2025

project, more fully described in the schedule herein, which forms part of the property.

For Petitioner/Applicant : Mr.Pawan Jhabakh

COMMON ORDER

Arbitration Original Petition (Com.Div.) No.779 of 2025 has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Joint Development Agreement dated 17.09.2022.

2. Original Application No.986 of 2025 has been filed under Section 9 of the Act seeking interim injunction restraining the respondent from dealing with the fourth floor of the project more fully described in the schedule to the Judges summons.

3. The respondent was served with notice and the respondent also had engaged a counsel, who had filed a vakalath and the name of the counsel has also been printed in the cause list. Even during the previous



Arbitration Original Petition (Com.Div.) No.779 of 2025
and Original Application No.986 of 2025

hearing on 09.12.2025, no one represented on behalf of the respondent and hence, this Court wanted to give one opportunity and accordingly, the matter was listed for hearing today. Even today, there is no representation on the side of respondent. Hence, this Court is inclined to proceed further to pass orders after hearing the learned counsel for petitioner/applicant and on going through the materials available on record.

4. The case of the petitioner/applicant is that they entered into a Joint Development Agreement dated 17.09.2022 with the respondent, who is the owner of the property. As per the agreement, it was proposed to engage the petitioner/applicant for the purpose of constructing apartments comprising stilt + 4 floors. While executing the Joint Development Agreement, it was also brought to the notice of the petitioner/applicant that the agreement will also be a subject matter of mortgage created with IndusInd Bank. Pursuant to the agreement, the petitioner/applicant has also tendered a sum of Rs.15,00,000/- to the respondent.

5. In terms of the agreement, the entire cost for construction of the new building will have to be borne by the petitioner/applicant. In



consideration for the same, the respondent will give upto 30% rights over the new apartments in favour of the petitioner/applicant and agreed to transfer to petitioner/applicant or their nominee 30%, which is inclusive of the built-up area and undivided portion of the property.

6. The agreement provided for timelines for completion of the project and as per clause 11, the petitioner/applicant has to complete the project within 12 months from the date of obtaining sanction from the competent authority.

7. The mortgage which was originally created in favour of IndusInd Bank was later assigned to Repco bank by the respondent. The planning permission was granted by CMDA on 18.02.2023 and the building permission was granted by the Chennai Corporation on 31.01.2024. In view of clause 11 of the agreement, the project had to be completed by 31.01.2025. According to petitioner/applicant, the petitioner/applicant had completed the project and delivered the property to the respondent.



WEB COPY

8. The grievance of the petitioner/applicant is that the respondent had withheld monies in respect of properties that were sold which fell within the share of the petitioner/applicant and only a sum of Rs.1,67,00,000/- was transferred to the petitioner/applicant leaving a balance of Rs.2,12,65,000/-.

9. The respondent was also attempting to sell the fourth floor of the project and it is under these circumstances, the petitioner/applicant, in order to safeguard their interest, filed the application seeking interim protection to injunct the respondent from in any manner encumbering the fourth floor of the property. The agreement provided for resolving the dispute through arbitration under clause 26 of the agreement. In view of the same, the petitioner/applicant also issued trigger notice under Section 21 of the Act on 28.10.2025. Pursuant to the same, Arbitration Original Petition (Com.Div.) No.779 of 2025 has been filed seeking appointment of Sole Arbitrator to resolve the dispute between the parties.

10. In the considered view of this Court, the respondent is due and payable a sum of Rs.2,12,65,000/- to the petitioner/applicant as per the memo of calculation that has been provided in the affidavit filed in



Arbitration Original Petition (Com.Div.) No.779 of 2025
and Original Application No.986 of 2025

support of the petition. Hence, the petitioner/applicant requires some security in order to enable the petitioner/applicant to recover the amount and more so, since the property is also a subject matter of mortgage.

11. In view of the same, this Court is inclined to grant interim order sought by the petitioner/applicant. In view of the fact that there is a valid agreement between the parties in line with Section 7 of the Act, which also contains an arbitration clause, this Court is inclined to appoint a Sole Arbitrator to resolve the dispute between the parties. The interim order granted by this Court will continue till the first date of hearing before the Sole Arbitrator and thereafter, it is left open to the Sole Arbitrator to decide the application in accordance with Section 17 of the Act after affording opportunity to both parties.

12. In the light of the above discussion, interim injunction sought by the applicant is granted till the first date of hearing before the sole Arbitrator.

13. In the light of the above discussion, this Court appoints Mr.S.Parthasarathy, Senior Advocate, 39, Law Chambers, High Court



Arbitration Original Petition (Com.Div.) No.779 of 2025
and Original Application No.986 of 2025

Buildings, Chennai – 600 104 [Mobile No.91766 37537], as the Sole Arbitrator and the Sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this petition is disposed of.

11.12.2025

NCC:yes/no
gm



WEB COPY



Arbitration Original Petition (Com.Div.) No.779 of 2025
and Original Application No.986 of 2025

N.ANAND VENKATESH, J.

gm

Arbitration Original Petition (Com.Div.) No.779 of 2025
and
Original Application No.986 of 2025

11.12.2025