Order QR

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-11-2026

CORAM

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

Arb Appeal Nos. 57 to 62 of 2026
and C.M.P.Nos.10061, 10062, 10091, 10094, 10096, 10098, 10103, 10105, 10106, 10107, 10109 & 10112 of 2026

CNR:{HCMA010795332026}

Case QR

Curesectors Solutions Private Limited,
Represented by its Authorised Signatory,
Mr.S.Sachin, Having its Registered office at,
1B, No.10 Valliammai Illam,
Seethammal Colony, 2nd Main Road,
Alwarpet, Chennai - 600 018.

..Petitioner in all cases

Vs

Disruptors of Tomorrow Hub Spaces & Suites LLP
Represented by its Co-Founder,
Mr.P.Manoj, Having its registered office at
Module No.115, 1st Floor,
Tidel Park No.4, Rajiv Gandhi Salai,
Taramani, Chennai 600 113.

..Respondent in all cases

Arb Appeal No. 57 of 2026

Prayer : Arbitration Appeal filed under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996, praying to set aside the order dated 16.03.2026 passed in Application No.8 of 2025 in Arbitration Case No.2 of 2025 on the file of the learned Sole Arbitrator, Gautam S.Raman.

Arb Appeal No. 58 of 2026

Prayer : Arbitration Appeal filed under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996, praying to set aside the order dated 16.03.2026 passed in Application No.5 of 2025 in Arbitration Case No.2 of 2025 on the file of the learned Sole Arbitrator, Gautam S.Raman.

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Arb Appeal No. 59 of 2026

Prayer : Arbitration Appeal filed under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996, praying to set aside the order dated 16.03.2026 passed in Application No.9 of 2025 in Arbitration Case No.2 of 2025 on the file of the learned Sole Arbitrator, Gautam S.Raman.

Arb Appeal No. 60 of 2026

Prayer : Arbitration Appeal filed under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996, praying to set aside the order dated 16.03.2026 passed in Application No.6 of 2025 in Arbitration Case No.2 of 2025 on the file of the learned Sole Arbitrator, Gautam S.Raman.

Arb Appeal No. 61 of 2026

Prayer : Arbitration Appeal filed under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996, praying to set aside the order dated 16.03.2026 passed in Application No.11 of 2025 in Arbitration Case No.2 of 2025 on the file of the learned Sole Arbitrator, Gautam S.Raman.

Arb Appeal No. 62 of 2026

Prayer : Arbitration Appeal filed under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996, praying to set aside the order dated 16.03.2026 passed in Application No.10 of 2025 in Arbitration Case No.2 of 2025 on the file of the learned Sole Arbitrator, Gautam S.Raman.

For Petitioner(s): Mr.S.R.Rajagopal, Senior Advocate
for Mr.B.Arvind Srevatsa (in all appeals)

For Respondent(s): Mr.K.M.Mrithun Jayan (in all appeals)

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JUDGMENT

All these appeals are connected to each other and are disposed of by this common order.

2. These appeals arise out of the challenge to the orders passed by the learned Arbitrator in I.A.Nos. 5 & 6 of 2025 and I.A.No.8 to 11 of 2025 in Arbitration Case No.2 of 2025.

3. The brief factual background in which these appeals arise is that the respondent/claimant is the lessee of the premises and has subleased the premises to the Appellant. There are disputes between them with reference to the enjoyment of the property, the quantum of rent payable and the mutual claims for damages against each other. As such, arbitration has been invoked and the matter is before the learned Sole Arbitrator. Pending arbitration, these applications were filed, in which orders have been passed. Aggrieved by the same, these appeals have been filed.

4. The learned counsel appearing on behalf of the appellant would submit that while admitting the appeals, the possession of the respondent/claimant was safeguarded by way of an interim order, subject to a direction to pay a total sum of Rs.50,00,000/- by way of two instalments. They paid the first instalment of

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Rs.25,00,000/- in time, but the second instalment was not paid in time and therefore, they are seeking further time. With reference to the further rent, they would continue to pay the rent. Only two months rent is due as on date and they will make good the same pending arbitration. With reference to the other prayers made, the learned counsel has also made detailed submissions, which will be considered at the time of considering each and every prayer. It is his contention that he has also made counterclaims and that if ultimately he succeeds in the counterclaim, the same should also serve as security to realise the amount.

5. The learned counsel appearing on behalf of the respondent/claimant would submit that each of the applications has been considered by the Arbitrator on merits and wherever the parties have to be relegated to trial, they have been so relegated. Only the arrears of rent and the balance outstanding were ordered to be deposited. The fixed deposit was furnished pursuant to the undertaking given by the appellant themselves and as such, the respondent/claimant is entitled to the said amount. Therefore, the prayers were made.

6. I have considered the rival submissions made on either side and perused the material records of the case.

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7. As stated supra, the matter arises out of a tenancy dispute. On a perusal of the claim petition, it can be seen that the prayers are to direct the appellant/tenant to pay a sum of Rs.49,06,827.28/- towards rental arrears, along with interest at 18% per annum; to direct the appellant/tenant to pay a further sum of Rs.46,68,500/- towards ancillary liabilities including reimbursement of the rent-free period, facade cleaning, AC servicing, installation of the gate, reimbursement for missing assets and damages to the premises, along with GST and interest at 18% per annum; to direct the tenant to vacate and hand over peaceful possession of the scheduled premises; to direct the tenant to restore the premises to their original condition and return all the Schedule B assets; and for costs and other reliefs.

8. The claim is resisted by filing a statement and a counterclaim is also made, seeking a direction to the respondent/landlord to pay a sum of Rs.9,02,84,091/- together with interest at the rate of 18% per annum on the sum of Rs.5,00,00,000/- from the date of filing of the counterclaim till the date of realisation and for costs.

9. In such a background, since some interim orders were passed pending these appeals, I am of the view that each and every prayer made in I.A. No.5 to 11 of 2025 can be considered in the light of the orders passed by the Arbitrator and the submissions made before this Court. This would balance the interests of

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the parties pending arbitration and ultimately, the rights of the parties will be subject to the final outcome of the arbitration. I.A. No.5 of 2025 was filed seeking a direction to deposit the outstanding rent of Rs.23,18,253/-, being the rental dues for the months of September and October 2025. In this regard, it can be seen that we are now in November 2026. Considering the arrears claimed, this Court passed a conditional order directing the appellant/tenant to deposit a sum of Rs.50,00,000/- by way of two instalments of Rs.25,00,000/- each. The first instalment has been complied with.

10. The learned counsel for the appellant undertakes that the second instalment will be paid if two weeks time is granted. As such, time is extended till 30.11.2026. The said undertaking is recorded.

11. As far as I.A.No.6 of 2025 is concerned, the grievance of the appellant is that the respondent is trying to generate evidence to be produced before the Arbitrator. When it is the claim of the respondent/claimant that certain portions are damaged, the prayer to appoint a Chartered Engineer to inspect the premises and assess the damage, if any, cannot be considered as an attempt to generate evidence, but is only an inspection/inventory to reflect the actual state of affairs before the Arbitrator. Similarly, when claims are also made by the appellant that certain improvements have been made, etc., the same can also be requested to be noted down by the Chartered Engineer. The

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inspection report will mutually help the parties and the Arbitrator in arriving at a just conclusion with reference to the dispute between the parties. I am of the view that a Chartered Engineer can be appointed to carry out the inspection and submit a report before the Arbitrator in respect of the same. The Chartered Engineer shall note down and appropriately analyse the features pointed out by the appellant to determine whether the appellant/tenant was involved in damaging any of these structures or diminishing the value of the property in any manner whatsoever, as alleged, and a report shall be filed accordingly. The improvements that are claimed by the appellant/tenant shall also be noted down and the value thereof, etc., can be appropriately recorded in the report of the Chartered Engineer and the report shall be furnished. The Chartered Engineer shall also videograph and photograph the entire premises, note down the physical features and the nature of use, etc., and submit a detailed report. Apart from this, during the inspection, whatever concerns are raised by both parties can be recorded and the findings of the Chartered Engineer in respect thereof can be noted down and the report filed before the Arbitrator. The fee of the Chartered Engineer, shall be borne equally by both parties. There is no particular objection to the engineer who has already been appointed and as such, the same engineer shall furnish the report.

12. As far as the prayer in I.A.No.7 of 2025 is concerned, an interim

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injunction restraining the respondent from running gym, fitness and recreational activities, or any activity other than the permitted purpose of 'office space' was prayed for in I.A. No.7 of 2025. No orders have been granted and the same was left to the final adjudication by the Arbitrator. I.A. No.8 of 2025 was filed seeking a direction to the claimant/landlord to produce certain documents.

13. It is contended by the learned counsel for the tenant that they have not produced certain vital documents which are in their possession. The learned counsel for the landlord would submit that all the documents in their possession, which were ordered to be produced, have been produced.

14. Be that as it may, it would be open to the parties to raise the issue during the course of the trial by way of cross-examining the other party and appropriate pleas can be made before the Arbitrator. With the above observations, the prayer shall stand satisfied.

15. I.A. No.9 of 2025 is filed by the claimant for realisation of the demand draft and I.A. No.10 of 2025 is filed for the return of the demand draft. With reference to the same, since after considering the subsequent arrears, a total sum of Rs.50,00,000/- is ordered to be paid and the further rent is ordered to be paid month on month, let the demand draft be renewed and kept in the custody of the Arbitrator. Ultimately, depending on the award, the Arbitrator

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can pass suitable orders with reference to handing over the fixed deposit/realisation of the same.

16. In view thereof, let the appellant/tenant renew the fixed deposit and hand it over to the custody of the Arbitrator. This will satisfy the prayers made in I.A. Nos.9 and 10 of 2025. With reference to the prayer made in I.A. No.11 of 2025 seeking a direction to deposit a security amount of Rs.31,20,000/-, the same was not ordered by the Arbitrator. If the counterclaim of the appellant is allowed, even at that stage, an application under Section 9 of the Arbitration and Conciliation Act, 1996 can be filed post-award for furnishing security. With the above observations, the said prayer stands disposed of.

17. As observed in the interim orders passed by this Court, the appellant/tenant shall continue to pay the rent pending the arbitral proceedings. Both sides shall cooperate for the expeditious disposal of the arbitral proceedings.

18. In terms of the above, the Arbitration Appeal Nos.57 to 62 stands ***disposed of.*** No costs.

17-11-2026

Neutral Citation: No
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D.BHARATHA CHAKRAVARTHY J.

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