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Arb Appeal No. 64 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-06-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb Appeal No. 64 of 2026

and

CMP No. 11098 of 2026

Paramount Group Pvt. Ltd.
Rep. by its Director
24, Ponnamman Koil Street
Saligramam, Chennai-600093.

..Appellant(s)

Vs.

1. Land Marvel Homes
Rep by its Partners,
No.63, First Floor, L.B.Road,
Adyar, Chennai-600 020.
2. M.Veerasekar
3. Palaniappan
4. M.Arivazhagan
5. M.Vinayagaraj

R2 to R5 at 45-47, First Main Road,
Gandhi Nagar, Adyar,
Chennai 600020.

..Respondent(s)

Prayer This Arbitration Appeal filed under Section 37 of the Arbitration and Conciliation Act, 1996, praying to set aside the order dated 05.03.2026 made in A.No.2 of 2025 on the file of the Hon'ble Sole Arbitrator and direct the respondent to produce:

- (i) Income Tax Returns filed by the respondent from the years 2008 to till date;
- (ii) Bank statements of the respondent from the year 2008 till date;



(iii) The details of number of construction projects completed by them from the year 2008 till date;

(iv) The number of projects registered by the respondent with RERA for the past 5 years after the RERA came to be constituted, to show that the first respondent is a live and ongoing company with the financial wherewithal and marker repute;

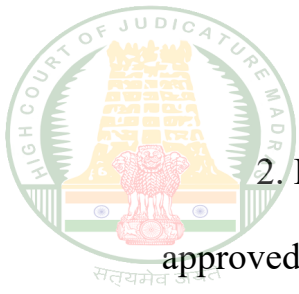
(v) Proof of payments made to the customers who had made bookings with Alacrity Housing and shown as parties to the documents filed in Volume Nos. 2, 3, 4, 6, 7 and 8 filed by the respondent along with defence statement before the Arbitral Tribunal, on or before a date to be fixed by this Court, for scrutiny by the Appellant.

For Appellant(s): Mr.Kuberan for M/s.Rank Associates

For Respondent(s): Mr.K.V.Babu for Mr.J.P.Karunakaran

J U D G M E N T

Mr.Kuberan, learned counsel appearing on behalf of the appellant would submit that the appellant being the owner of the property had entered into a Joint Development Agreement with Alacrity Housing Limited, which project was taken over by the first respondent. As per the terms of the understanding between the parties, the first respondent has to discharge various amounts to the purchasers of the property, who had entered into an agreement with Alacrity Housing Limited.



2. He would submit that the first respondent had not taken up any projects approved. By referring it, the appellant has also sought for production of certain documents, which came to be dismissed by the Tribunal. The Tribunal while dismissing the application for production of documents had given a categorical finding that the first respondent had settled the issues with the flat buyers of the appellant and the Alacrity Housing Limited. He would submit that such a finding had been arrived at even without production of proof of such payment and not examining any of such buyer. He would submit that such a finding given is wholly untenable as it precluded the appellant's claim in the arbitration proceedings. He would submit that the documents that have been sought for are much relevant to substantiate the case of the appellant and therefore, the same ought not to have been rejected by the Arbitrator. Hence, he prays this Court to set aside the order and direct the respondents to produce certain documents.

3. Countering his arguments, Mr. K.V.Babu, learned counsel appearing on behalf of the respondents, would submit that the appellant is trying to take a fishing expedition to sustain his claim. He would submit that the first respondent stepped into the shoes of Alacrity Housing Limited with whom the appellant entered had into a Joint Development Agreement and a Tripartite Agreement, which postulates the various obligations of respective parties.



4. He would submit that the respondents have performed their parts of obligations and it is for the appellant to substantiate, but the appellant has not performed its part of obligations. He would submit that by filing this appeal, the appellant is attempting to tarnish the image of the first respondent who is the well known builder in the State. He would further submit that the none of the buyers had made any claim against the respondents which itself would substantiate that the respondents have fulfilled their obligation in making good the payments made by the buyers subject to the allocations made by the Alacrity Housing Limited. Hence, he would contend that there is no error that had been made by the Tribunal in recording such a finding. Hence, he seeks dismissal of the appeal.

5. I have considered the submissions so made by the learned counsel appearing on either side and perused the materials placed on record.

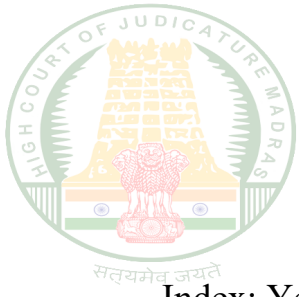
6. The appellant/ claimant had taken out an application for production of various documents which included the proof of payment made to the prospective buyers who had made their bookings with the Alacrity Housing Limited. It is their case that the first respondent had not fulfilled its commitment and hence, it is not entitled to seek specific performance of the agreement. On the other hand, it is the claim of the first respondent that the payments have been made. A reading of the finding on the issue of production of documents, it



could be seen that the learned Arbitral Tribunal had given a categorical finding that the first respondent had settled the issues with other buyers of the appellant/claimant and Alacrity Housing Limited. Such a finding had been given by the Tribunal without referring to any documents evidencing fulfilment of such obligation under the Tripartite Agreement. The said finding would also have a bearing on the main claim petition pending adjudication before the Arbitral Tribunal. If it is substantiated in the arbitral proceedings that the obligations of the parties have not been fulfilled, it may have a bearing on the award being passed. Further, with regard to the non-production of the documents by the respondents in spite of notice being produced by the appellant, an adverse inference could also be drawn in that regard against the respondents.

7. For the aforesaid reasons, without interfering with the impugned order herein, this Court eschews the finding given by the learned Arbitral Tribunal holding that the respondents had settled the issues with the flat purchasers of the appellant/claimant and the Alacrity Housing Limited alone.

8. With the aforesaid observations, the appeal stands disposed of. No order as to costs. CMP No. 11098 of 2026 stands closed.



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10-06-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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K.KUMARESH BABU, J.

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