



Arbitration Application Nos.670 to 681 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.02.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

**Arbitration Application Nos.670, 671, 672, 673,
674, 675, 676, 677, 678, 679, 680 & 681 of 2025**

Arbitration Application Nos.670 to 672/2025

Nigar Ameen

W/o.Mohammed Ameen Sait

.... Applicant in all applns.

Vs.

M/s.Propcare Real Estate Management Pvt. Ltd.,

represented by its Director,

Mantri House, # 41,

Vittal Mallya Road,

Bengaluru – 560 001.

(amended as per order dated 08.12.2025

in A.Nos.5775, 5776/2025, 5777/2025)

.... Respondent in all applns.

Arbitration Application Nos.673 to 675/2025

1.Mohammed Fazeel

S/o.Mohammed Ameen Sait

2.Nigar Ameen

W/o.Mohammed Ameen Sait

.... Applicant in all applns.

Vs.

M/s.Propcare Real Estate Management Pvt. Ltd.,

represented by its Director,

Mantri House, # 41,

Vittal Mallya Road,

Bengaluru – 560 001.

(amended as per order dated 08.12.2025

in A.Nos.5778, 5779, 5780/2025)

.... Respondent in all applns.



Arbitration Application Nos.670 to 681 of 2025

Arbitration Application Nos.676 to 678/2025

1.Annamalai Lakshmanan
S/o.Lakshmanan

2.Annapoorna V
W/o.Annamalai Lakshmanan Applicant in all applns.

Vs.

M/s.Propcare Real Estate Management Pvt. Ltd.,
represented by its Director,
Mantri House, # 41,
Vittal Mallya Road,
Bengaluru – 560 001.
(amended as per order dated 08.12.2025
in A.Nos.5781, 5782, 5783/2025) Respondent in all applns.

Arbitration Application Nos.679 to 681/2025

Krishnakumar Arunachalam
S/o.Arunachalam Applicant in all applns.

Vs.

M/s.Propcare Real Estate Management Pvt. Ltd.,
represented by its Director,
Mantri House, # 41,
Vittal Mallya Road,
Bengaluru – 560 001.
(amended as per order dated 08.12.2025
in A.Nos.5784, 5785 & 5786/2025) Respondent in all applns.

Prayer:

Arbitration Application Nos.670 & 673/2025:

Arbitration Applications filed under Order 14 Rule 8 of the High Court Original Side Rules 1956 read with Section 9 (2) of the Arbitration and Conciliation Act, 1996, praying to pass an order of interim direction thereby directing the respondent company to furnish details of the bank and branch name in which the lump sum interest free refundable maintenance is collected and deposited as per the terms of the Maintenance Agreement dated 05.12.2019 pending disposal of the arbitration.



Arbitration Application Nos.671 & 674/2025:

Arbitration Applications filed under Order 14 Rule 8 of the High Court Original Side Rules 1956 read with Section 9 (2) of the Arbitration and Conciliation Act, 1996, praying to pass an order of interim direction thereby directing the respondent company to furnish statement of accounts for the sum collected towards lump sum interest free refundable maintenance as per the terms of the Maintenance Agreement dated 05.12.2019 pending disposal of the arbitration.

Arbitration Application Nos.672, 675, 678 & 681/2025:

Arbitration Applications filed under Order 14 Rule 8 of the High Court Original Side Rules 1956 read with Section 9 (2) of the Arbitration and Conciliation Act, 1996, praying to pass an order of interim direction thereby directing the respondent company to make all necessary payments and provide all the services set out in Annexure B of the Agreement for Maintenance Services without any interruption pending disposal of the arbitration.

Arbitration Application No.676/2025:

Arbitration Application filed under Order 14 Rule 8 of the High Court Original Side Rules 1956 read with Section 9 (2) of the Arbitration and Conciliation Act, 1996, praying to pass an order of interim direction thereby directing the respondent company to furnish details of the bank and branch name in which the lump sum interest free refundable maintenance is collected and deposited as per the terms of the Maintenance Agreement dated 15.12.2022 pending disposal of the arbitration.

Arbitration Application No.677/2025:

Arbitration Application filed under Order 14 Rule 8 of the High Court Original Side Rules 1956 read with Section 9 (2) of the Arbitration and Conciliation Act, 1996, praying to pass an order of interim direction thereby directing the respondent company to furnish statement of accounts for the sum collected towards lump sum interest free refundable maintenance as per the terms of the Maintenance Agreement dated 15.12.2022 pending disposal of the arbitration.

Arbitration Application No.679/2025:

Arbitration Application filed under Order 14 Rule 8 of the High Court Original Side Rules 1956 read with Section 9 (2) of the Arbitration and Conciliation Act, 1996, praying to pass an order of interim direction



Arbitration Application Nos.670 to 681 of 2025

thereby directing the respondent company to furnish details of the bank and branch name in which the lump sum interest free refundable maintenance is collected and deposited as per the terms of the Maintenance Agreement dated 06.01.2022 pending disposal of the arbitration.

Arbitration Application No.680/2025:

Arbitration Application filed under Order 14 Rule 8 of the High Court Original Side Rules 1956 read with Section 9 (2) of the Arbitration and Conciliation Act, 1996, praying to pass an order of interim direction thereby directing the respondent company to furnish statement of accounts for the sum collected towards lump sum interest free refundable maintenance as per the terms of the Maintenance Agreement dated 06.01.2022 pending disposal of the arbitration.

For Applicants : Ms.Rohini Ravikumar
[in all applns.]

For Respondent : Mr.Chandramouli Prabhakar
[in all applns.]

COMMON ORDER

All these applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking interim protection by means of issuing proper direction to the respondent to safeguard the interest of 64 villa owners, who had paid a sum of Rs.8,37,09,520/- to the respondent for the purpose of utilizing the interest out of the said amount for payment towards various maintenance services.

2. All these applications came up for hearing on 17.02.2026 and this Court, upon hearing both sides, passed the following order:

“After the additional affidavit was filed by the respondent



WEB COPY



Arbitration Application Nos.670 to 681 of 2025

along with typed set of papers and it was served on the learned counsel for the applicants, the matter was listed for hearing today.

2.The learned counsel for the applicants pointed out to the additional affidavit filed by the respondent and raised various grievances. One important issue that was flagged was that 64 owners residing in the villas have paid total sum of Rs.8,37,09,520/- towards IFRMD. In the additional affidavit, even though the respondent claims that they are having this amount and that they are utilising the interest for payment towards various maintenance services, the affidavit is not clear, as to where this amount has been parked. It may be true that this amount is readily available with the respondent, as on today. However, the uncertainty remains, since the present status may not continue in future and at that point of time, the 64 owners cannot be left high and dry, insofar as the amount paid by them towards IFRMD to the tune of Rs.8,37,09,520/-.

3.There is no dispute that the amount of Rs.8,37,09,520/- that has been retained by the respondent belongs to the 64 owners who are residing in the villas. Admittedly, this amount does not belong to the respondent. The respondent is supposed to utilise the interest out of this amount, for the purpose of providing maintenance services. Even though there are certain grievances on the maintenance provided for the villas, it is not necessary for this Court to go into those issues in these applications. Already, the interest of the applicants has been protected by this Court, in the earlier order that was passed on 23.05.2025. If there is any non-compliance of that order, the applicants will have to work out their remedy in the manner known to law

4.Hence, the only issue that will be gone into by this Court is, regarding the security that has to be given by the respondent, insofar as the amount of Rs.8,37,09,520/- that is now available with the respondent. The 64 owners should not be put to uncertainty and they should have some visibility that this amount is secured and in case of any eventuality in future, this amount will come back to the 64 owners who have handed over their hard-earned money to the respondent. Therefore, it will be more appropriate for the respondent to deposit this amount in some fixed deposit and utilise the interest for providing the maintenance services. By resorting to such a process, the respondent will not face any prejudice and at the same time, it will also safeguard the interest of the owners of the villas.



Arbitration Application Nos.670 to 681 of 2025

5. An affidavit shall be filed by the respondent in line with the above observations made by this Court. Recording the same, the applications can be closed and an Arbitral Tribunal can be appointed by this Court to resolve the remaining disputes between the parties.

6. Post these cases under the caption “for passing final orders” on 27.02.2026.”

3. When these applications were taken up for hearing today, learned counsel for respondent, on instructions, submitted that the respondent has not deposited the sum of Rs.8,37,09,520/-. However, 12% interest out of this amount is being properly utilized for payment towards various maintenance services.

4. As was stated in the earlier order dated 17.02.2026, this Court is not inclined to go into the other issues that were raised since there were disputed questions of fact. In any case, the interest of the applicants was sufficiently protected by the earlier order passed on 23.05.2025. This Court wants to ensure that the 64 villa owners, who believed the respondent and handed over a substantial sum of Rs.8,37,09,520/- must not be left high and dry at a future date if the respondent is not in a position to continue providing maintenance services and is also not in a position to return back the amount.



Arbitration Application Nos.670 to 681 of 2025

5. It is now quite evident that the respondent has utilized this amount for their purposes and is managing to somehow manage to arrange 12% out of IFRMD of Rs.8,37,09,520/- towards maintenance services. This conduct on the part of the respondent is not proper and therefore, the apprehension raised on the side of the applicants is well-founded.

6. In the light of the above discussion, in order to safeguard the rights of 64 villa owners, there shall be a direction to the respondent to deposit the sum of Rs.8,37,09,520/- which was collected towards IFRMD in any nationalized bank within a period of eight (8) weeks from the date of receipt of a copy of this order. In proof of the same, necessary document shall be furnished to the association. Insofar as various maintenance services are concerned, the earlier order passed on 23.05.2025 is made absolute.

All these applications are disposed of in the above terms.

27.02.2026

Index:yes/no
NCC:yes/no
Speaking order/Non-speaking order
gm

7/8



WEB COPY



Arbitration Application Nos.670 to 681 of 2025

N.ANAND VENKATESH, J.

gm

**Arbitration Application Nos.670, 671, 672, 673,
674, 675, 676, 677, 678, 679, 680 & 681 of 2025**

27.02.2026

(1/2)