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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-10-2026

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THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

Arb Appln No. 1155 of 2026
AND
OA NO. 641 OF 2026

K.M.Vishnu Vardhan

..Petitioner

Vs

1. S.Manju Parkavi
2. M.Annakkalanjiyam
3. K.M.Vidhyasagar

..Respondent(s)

Arb Appln No. 1155 of 2026

Prayer:
Judges Summon filed under Order XIV Rule 8 of O.S. Rules read with Section 9 (ii) of the Arbitration and Conciliation Act, 1996, to direct the first respondent to furnish security for the sum of Rs.8,97,49,999/-

OA No. 641 of 2026

Prayer:
Judges Summon filed under Order XIV Rule 8 of O.S. Rules read with Section 9 (ii) of the Arbitration and Conciliation Act, 1996, to grant interim injunction restraining the Respondents from alienating or encumbering the properties morefully mentioned in the schedule to the judges summon.

For Petitioner: (in both cases)	Mr.S.Mukunth, Senior Counsel for M/s.Sarvabhauman Associates
For Respondent: (in both cases)	Mr.A.Edwin Prabakar for R1 No Appearance for R2 & R3

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COMMON ORDER

These two applications are connected to each other and as such, are taken up and disposed of by this common order.

2. Heard *Mr. S.Mukunth*, the learned senior counsel appearing on behalf of the *K.M.Vishnu Vardhan,* and the learned counsel appearing on behalf of the S.Manju Parkavi.

3. *K.M.Vishnu Vardhan,* who is the petitioner in both the applications, is the son of late *M.K.Mathivathanan*. The second respondent / *M.Annakkalanjiyam* is the mother of the petitioner, *K.M.Vishnu Vardhan*, and the respondents 1 & 3, *S.Manju Parkavi* and *K.M.Vidhyasagar* are the sister and brother of the petitioner.

5. The grievance as projected on behalf of the petitioner is that there was a memorandum of understanding between the parties, namely, *M.Annakkalanjiyam, K.M.Vidhyasagar, K.M.Vishnu Vardhan,* and *S.Manju Parkavi.* As per the same, a sum of Rs.8,97,49,999/- was paid to the sister, *S.Manju Parkavi*, towards the release of her shares in the properties. Even though she had received the amount and issued a receipt, subsequently, she is disputing the very memorandum of understanding and as such, they have

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invoked arbitration. As a matter of fact, an application under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed for the appointment of an arbitrator in Sr. No.ATN20220019937C202600014. In the meanwhile, the prayers sought are for furnishing security for that amount and also for restraining the alienation of the property mentioned in the schedule to O.A.No. 641 of 2026.

6. The learned senior counsel appearing for the petitioner would submit that in view of the various disputes that have arisen between the parties, resulting in the pendency of T.O.S.No.21 of 2023 and a civil suit, it would suffice at this stage if an injunction restraining the respondents from alienating the properties mentioned in the schedule is granted and all the other issues can be adjudicated by the arbitrator.

7. Per contra, the learned counsel for the *S.Manju Parkavi* - first respondent would submit that as far as the sum of Rs.8,97,49,999/- is concerned, the same was paid pursuant to the first memorandum of settlement, under which the first respondent agreed to release her share in respect of the property known as Kasi Theatre. After receiving the payment, she honoured her commitment and also executed the registered deed. Therefore, there is no merit in the prayer to furnish security for the said sum.

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8. As far as alienation is concerned, the learned counsel would submit that the second memorandum of understanding itself is disputed by the said *S.Manju Parkavi* - first respondent. It was obtained at the police station by issuing a lookout circular and when the petitioner returned from abroad, she was taken straight to the police station, where this new document was executed. Immediately thereafter, a notice was sent rescinding the same and the arbitration clause is contained only in that memorandum of understanding and not in the earlier family arrangement. The earlier family arrangement contains different stages of settlement, in which the respondent, *S.Manju Parkavi*, complied with her part and it is only the applicants herein who could not complete the third part by way of the dispute between them and the other members of the family. In any event, the petitioner claim ownership of the property by virtue of a will, which is the subject matter of the T.O.S. Therefore, they are indirectly attempting to adjudicate what is pending before the T.O.S. by invoking arbitration. The petitioner never voluntarily signed any arbitration agreement and has never expressly agreed to arbitration. Hence, the applications have to be dismissed.

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

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10. With reference to the validity or otherwise of the arbitration agreement, the issue has to be contested before the arbitrator or in the application under Section 11 of the Arbitration and Conciliation Act, 1996 filed by the petitioner for the appointment of an arbitrator, as the case may be. As far as the prayers made under Section 9 are concerned, even though a prayer is made for furnishing security, considering the *prima facie* submissions made by the learned counsel for the respondent and the submission made by the learned senior counsel for the petitioner that they are pressing the prayer only with reference to the interim injunction, the prayer in Arbitration Application No. 1155 of 2026 is not granted.

11. As far as O.A.No.641 of 2026 is concerned, even though *prima facie* contentions are raised with reference to the validity of the arbitration agreement, even as per the contention of the learned counsel for the respondent, ultimately, the issue has to be gone into only in the T.O.S. and the other suit. It is also stated that criminal proceedings were wrongfully initiated and the agreement was entered into. Therefore, even considering the same, without prejudice to the right of the first respondent, *S.Manju Parkavi*, to raise all the preliminary issues in the Section 11 application or before the arbitrator and considering the balance of convenience, it would be in favour of maintaining the status quo in respect of the properties.

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12. In view thereof, neither the petitioner nor the respondents shall alienate the properties mentioned in the schedule until the issue is finally decided in the pending arbitration proceedings or is decided otherwise in the pending T.O.S. or in the civil suit, as the case may be.

13. In the result, Arb.Appln.No.1155 of 2026 is ***dismissed*** and O.A.No.641 of 2026 is ***ordered***. No costs.

28-10-2026

Neutral Citation: Yes/No

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D.BHARATHA CHAKRAVARTHY J.

NSL

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