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Arbitration Application No.1 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.01.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

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- 1.J.Vasanthiammal
- 2.J.Ganeshram
- 3.J.Kannaram
- 4.J.Giriram
- 5.J.Bharathi Ganeshram
- 6.K.Swarna Kannaram

.... Applicants

Vs.

- 1.T.Velsankar
- 2.V.Kasi Velammal
- 3.V.Arjun Sankar
- 4.V.Ashwin Sankar
- 5.P.Abinaya

6.PSTS Logistics Private Limited,
CIN No.U63090TN1991PTC020186
having Office at:
2nd Floor, Wavoo Mansion,
48, Rajaji Salai, Chennai – 1.

7.PSTS Heavy and Shift Limited,
CIN No.L29309TN1995PLC031089
having Office at:
2nd Floor, Wavoo Mansion,
48, Rajaji Salai, Chennai – 1.

8.Italia Excellence Granite Private Limited,
having Office at:
2nd Floor, Wavoo Mansion,
48, Rajaji Salai, Chennai – 1.



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9.PSTS Cargo Bay Private Limited,
having Office at:
2nd Floor, Wavoo Mansion,
48, Rajaji Salai, Chennai – 1.

10.International Export and Import Corporation,
A registered Partnership Firm,
Registered Office:
2nd Floor, Wavoo Mansion,
48, Rajaji Salai, Chennai – 1.

11.PSTS Thiruviaratnam and Sons,
A registered Partnership Firm,
Registered Office:
1-9/18. Harbour Express,
Opp.Thermal Camp, Tuticorin – 628 006.

Also having its office at:
2nd Floor, Wavoo Mansion,
48, Rajaji Salai, Chennai – 1.

12.PSTS Foundation,
A registered Public Charitable Trust,
Having Registered Office at:
1-9/18, Harbour Express,
Opp.Thermal Camp, Tuticorin – 628 006.

13.PSTS Thiravairatnam Sundrammal Trust,
A registered Private Charitable Trust,
Having Registered Office at:
1-9/18, Harbour Express,
Opp.Thermal Camp, Tuticorin – 628 006.

14.S.Mehana Sathishkumar

15.T.Udayasankar (Deceased)

16.Srimathi U.Lathakumari

17.U.Sathish Kumar

18.S.Bhuvana

.... Respondents

[Respondents 17 & 18 brought on record as legal heirs of R15 as per order dated 29.10.2025 in Application No.3505 of 2025]



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Application filed under Order XIV Rule 8 of O.S. Rules r/w. Section 9(1)(ii)(d) of the Arbitration and Conciliation Act, 1996, seeking to appoint a receiver, a court officer appointed by the Court to supervise or administrate the Scheduled **Schedule-A** mentioned properties, schools running in the name of The Vikasa School, Millerpuram, Tuticorin and The Vikasa School, Sawyerpuram, Tuticorin (The Vikasa International School) which includes Sainik School under Sainik School Society, Ministry of Defence.

For Applicants : Mr.P.Jesus Moris Ravi

For Respondents : Mr.AR.L.Sundaresan, Senior Counsel
for Mr.Antony Jesus
[R1 to R5, R15 to R18]

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'], seeking appointment of a receiver/court officer to supervise and administrate the scheduled properties, schools running in the name of The Vikasa School, Millerpuram, Tuticorin and The Vikasa School, Sawyerpuram, Tuticorin (The Vikasa International School) which includes Sainik School under Sainik School Society, Ministry of Defence.

2. Heard Mr.P.Jesus Moris Ravi, learned counsel for applicants and Mr.AR.L.Sundaresan, learned Senior Counsel appearing for respondents 1 to 5 and 15 to 18.



3. On carefully going through the award passed by the Sole Arbitrator dated 17.07.2018, it is seen that the Sole Arbitrator had taken into consideration the Joint Memorandum of Compromise entered into between the parties and accordingly, passed a consent award.

4. The grievance of the applicants seems to be that the respondents specifically agreed for a particular mode of settlement insofar as running the school is concerned and the respondents have not fulfilled their obligation under the Joint Memo of Compromise.

5. In the considered view of this Court, in the award passed in the year 2018, Clause 19(viii) of the Joint Memo of Compromise, which has been recorded made it clear that if there is any difficulty in the due completion of process, the parties will be at liberty to approach the Sole Arbitrator and to that limited extent, the Sole Arbitrator retains seisin over the dispute. That apart, if there is any refusal on the part of any party to adhere to the terms of the agreement, they have to approach the concerned Court by way of filing an execution petition to give effect to the terms of the award.



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6. Section 9 of the Act provides temporary protection to the parties, which is more in the nature of interim arrangement. If, according to applicants, the respondents have refused to adhere to any terms of the agreement, the consent award will have to be put to execution and the same cannot be agitated by filing an application under Section 9 of the Act. This is in view of the fact that the award has become executable even as early as in the year 2000 itself. The parties amongst themselves have agreed to resolve the dispute in a particular manner even after passing of the consent award. Hence, the parties will have to work out the remedy only as per such agreement arrived at between themselves. An application under Section 9 of the Act filed in the year 2024 is totally misconceived and the same cannot be entertained by this Court.

7. In the light of the above discussion, it is left open to the applicants to work out their remedy as per the consent award in the manner known to law.

Accordingly, this application is dismissed.

19.01.2026

NCC: Yes/No
gm



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N.ANAND VENKATESH, J.

gm

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