



Arb.O.P(Com.Div.)No.684 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.02.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arb.O.P(Com.Div.)No.684 of 2025

M/s.Stonemart Cladding Systems,
A registered Partnership Firm,
represented by its Managing Partner Mr.Nagarajan,
House No.XVIII/831,
Ward No.18, Pudussery Panchath
Kanjikode, Palakkad, Kerala – 678 621,
having registered office at
E Block, 5th Floor, Nelson Chamber,
45/115, Nelson Manickam Road,
Aminjikarai, Chennai – 600 028. Petitioner

Vs.

Shapoorji Pallonji Pvt. Ltd.,
A Company incorporated under the Companies Act,
represented by its Managing Director,
Having office at
KG – 360 degrees, IT Business Park, 7A -1, 7th floor,
No.232/1, Dr MGR Salai, Kandachavadi, Perungudi,
Chennai – 600 096.
and having its registered office at
17, Nagindas Master Road,
Fort, Mumbai – 400 023. Respondent

PRAYER: Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, to grant an order appointing a Sole Arbitrator to conduct the arbitration proceedings for resolution of the dispute between the petitioner and respondent under the Sub-Contract Agreement dated 07.01.2022.

For Petitioner : Mr.R.Nageswara Rao
For Respondent : Ms.Ramya Subramanian Datar



ORDER

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This petitions was filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of a sole Arbitrator to conduct the arbitration proceedings with respect to the dispute between the petitioner and the respondent arising out of the sub contract agreement dated 07.01.2022.

2. The parties were referred to the Tamil Nadu Mediation and Conciliatin Centre and a Mediation report has been received by this Court stating that, the parties were able to reach a settlement through a settlement agreement dated 03.02.2026.

3. The terms of the settlement agreement is extracted hereunder:

“A. The petitioner had a claim of Rs.41,94,871/- (Rupees Forty-One Lakhs Ninety-Four Thousand Eight Hundred and Seventy-one only) with regard to the work done under the sub contract agreement dated 07.01.2022 executed between the petitioner and the respondent above.

B. The petitioner had invoked the arbitration clause in sub contract and thereby filed the present petition in O.P.No.684 of 2025 under Section 11(5) of the Arbitration and Conciliation Act for the appointment of sole arbitrator. On the date of hearing, both the petitioner and the



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respondent represented before the Hon'ble Court for referring the matter to mediation in order to settle the issue and dispute pending between them, accordingly the matter is presently before the mediator.

C. The petitioner and the respondent had agreed to settle the issue and thereby the respondent had agreed to pay the disputed claim amount of Rs.41,94,871/- (Rupees Forty-One Lakhs Ninety-Four Thousand Eight Hundred and Seventy-One only).

D. The respondent shall pay Rs.11,94,871/- before the execution of this agreement as mutually agreed and further pay the balance of Rs.30,00,000/- in three instalments of Rs.10,00,000/- each on or before 5th of every month i.e. from March 2026 to May 2026 and the payment shall be made and settled without any delay or default.

E. In the event of any default or delay beyond five working days in effecting the payments referred to in Paragraph D above, the respondent is liable to pay interest @ 24% p.a from 10.08.2023 till the date of realisation on the amount of Rs.41,94,871/-.

F. The petitioner and the respondent shall abide by the above settlement terms and this settlement is subject to the jurisdiction of the Hon'ble Courts at Chennai.

G. This agreement is signed and executed by the authorised signatories of the petitioner and the respondent company respectively.”



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N.ANAND VENKATESH, J.

4. The settlement agreement has been signed by the parties and their respective counsel.

5. It is also brought to the notice of this Court that in terms of the settlement agreement, out of the 4 instalments one instalment has been paid and remaining amount will be paid as per the settlement agreement signed between the parties.

In view of the same, this petition is disposed of in terms of the settlement agreement dated 03.02.2026.

16.02.2026

mp

Index : Yes/No

Speaking Order / Non-speaking order

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