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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-04-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb O.P(COM.DIV.) No. 26 of 2026

M/s.AnanyaKrishna Constructions Private
Limited.,
Rep by its Managing Director,
Mr.Y.Gangadhar,
No.110, Ground and first Floors,
Lakshmana Swamy Salai,
K.K.Nagar,
Chennai - 600 078.

..Petitioner(s)

Vs

L.Nachammai

..Respondent(s)

PRAYER: Arbitration Original Petition (Commercial Division) is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, pleaded to appoint an Arbitrator to adjudicate the disputes between the Petitioner and the Respondent in terms of the Joint Development Agreement dated 21.09.2016.

For Petitioner(s): Mr. T.Thiageswaran
for M/s.Waraon And Sai Rams

For Respondent(s): Mr.V.Sundarraman

ORDER

Joint Development Agreement dated 21.09.2016 was executed by the petitioner and the respondent. Clause 30 thereof, which provides for dispute



resolution by arbitration, is set out below:

“30.The parties herein agree to settle all disputes, misunderstandings and difference of opinion that might be arising between them whether as to the interpretation of the terms and conditions, contained herein and / or as to the determination of their respective rights, by way of referring such dispute/s to the sole arbitrator to be appointed by the Party of the Second Part with the consent of the Party of the First Part. The procedure as prescribed by the Indian Arbitration and Conciliation Act, 1996 as amended up to date shall be adopted by the sole arbitrator / umpire as the case may be. The law applicable shall be Indian law and the venue of Arbitration shall be at Chennai. The Courts in Chennai alone shall have sole and exclusive jurisdiction to try all consequential proceedings arising from the said award / arbitration proceedings.”

2. Invoking said clause upon disputes arising between the parties, the petitioner issued notice dated 12.10.2022 under Section 21 of the Arbitration and Conciliation Act, 1996. Upon receipt thereof, by reply dated 16.11.2022, the respondent refused to consent to the person proposed by the petitioner and instead called upon the petitioner to nominate three persons so as to enable the respondent to agree on the sole arbitrator.

3. Thus, parties agree that the joint development agreement provides for dispute resolution through arbitration by a sole arbitrator.



4. In the above facts and circumstances, this petition is allowed by appointing Mr.M.K.Kabir, Senior Advocate, Mobile No.9840044258, as the sole arbitrator. Learned arbitrator is requested to enter upon reference and adjudicate the dispute. The fees and expenses of arbitration shall be fixed by learned arbitrator in consultation with the parties. No costs.

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Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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SENTHILKUMAR RAMAMOORTHY, J.

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