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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20-11-2026

CORAM

THE HON'BLE MR JUSTICE N. SATHISH KUMAR

AND

THE HON'BLE MR.JUSTICE GK.MUTHUKUMAAR

OSA(CAD) No. 137 of 2026 and CMP.No.31754 of 2026

CNR: {HCMA012752332026}

Grand Blue Projects Pvt Ltd
Rep. By Its Authorised Signatory
G. Hanumantha Rao 12,
Saravana Nagar,
Hanuman Colony,
Injambakkam,
Chennai 600 115

Case QR

..Petitioner(s)

Vs

1. True Value Homes India Pvt Ltd
   Rep. By Its Director,
   Mr. N. Ravichandran,
   No. 21, C.V. Raman Road,
   Alwarpet,
   Chennai 600 018.Chennai

2. TVH Estates Chennai Pvt. Ltd
   Rep. By Its Director,
   Mr. N. Ravichandran,
   Having Office At,
   No. 21, C.V. Raman Road,
   Alwarpet,
   Chennai 600 018

3. D. Ramesh
4. K. Parthiban
   Rep his Power Agent, Mr. Sunderrajan R
5. Lakshmi Ammal
   Rep by her Power Agent Mrs. M. Priya
6. Pattammal
   Rep by her Power Agent, M. Priya,
7. Elumalai

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8. Chittibabu B
9. K. Ravi
10.N. Ravichandran

..Respondent(s)

Original Side Appeal filed under Order XXXVI Rule 1 of OS Rules read with Clause 15 of Letters Patent to set aside the Order dated 12.10.2026 in O.A. (Comm. Div.) No. 1116 of 2026 on the file of this court

For Petitioner(s): Mr.Ramaswamy Meyyappan
For Respondent(s): V.G.Suresh Kumar for R1 and R2

JUDGMENT

(Judgment of the Court was delivered by N.Sathish Kumar J.)

Challenging the order of the learned Single Judge dismissing the application filed under Section 9 of the Arbitration and Conciliation Act, wherein the appellant has sought for injunction restraining the respondent from alienating or transferring the property which is the subject matter of Memorandum of Understanding dated 23.12.2022 said to have been in existence between the parties.

2. The said application was resisted by the respondents 1 and 2 on the ground that initially the petitioner moved the suit, later went for pre-mediation and withdrew and further has invoked the arbitration proceedings. The learned Single Judge in the impugned order has held that the arbitration proceedings is maintainable, however, rejected the application for injunction on the ground that property has been already transferred to third parties.

3. Heard the learned counsel for the appellant and the learned counsel for the respondents 1 and 2.

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4. In light of the above, now the point that arise for consideration in this appeal is whether the order of learned Single Judge requires to be interfered with?

5. The agreement is the Memorandum of Understanding dated 23.12.2002. Even assuming that it is a valid agreement, the agreement does not create any interest or charge over the property. The doctrine of part performance is always used only as a shield, not a sword. At any event, the property is already transferred to third parties, therefore, the question of granting injunction against the respondent becomes infructuous and it is only an academic exercise.

6. In such view of the matter, we do not find any merits in this appeal. Accordingly, this original side appeal stands dismissed. No costs. Consequently, connected miscellaneous petition stands closed. It is left open to the appellant to work out his remedy by invoking the arbitration proceedings as held by the learned Single Judge.

(N.S.K.,J.) (G.K.M.,J.)
20-11-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
dhk

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N.SATHISH KUMAR, J.
AND
GK.MUTHUKUMAAR, J.

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