



WEB COPY

OA No. 1085 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-02-2026

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

OA No.1085 of 2025

Amberland Promoters Private Limited
Rep. by its Director and Authorised Signatory
Having its registered office at No.1694, H Block
Ground Floor, 15th Street, Kathiravan Colony
Anna Nagar, Chennai 600 040

Applicant(s)

Vs

1. R Radhika
2.J Rajkumar
3.R Roshan

Respondent(s)

PRAYER

To grant an order of Injunction restraining the Respondents, their men, agents, servants, assigns or any person claiming under them from in any manner alienating, encumbering or creating any charge, in lien or third party interests of any nature whatsoever over the property morefully described in the Schedule of Property hereunder pending the conclusion of the arbitral proceedings.

For Applicant(s): Mr.Anish Gopi

For Respondent(s): Mr.Gangadharan
for Mr.G.Dinesh Kumar



ORDER

This application was filed under Section 9 of the Arbitration and Conciliation Act, 1996 (“the Act”) for an order of interim injunction restraining the respondents from in any manner alienating, encumbering or creating any charge in favour of any third party with respect to the schedule of property described in the Judges summons.

2.The case of the applicant is that they are in the business of developing properties and that they entered into negotiations with the 1st respondent and the parties entered into a Memorandum of Understanding (MOU) dated 03.08.2024 for the joint development of 1.54 acres of land into a residential layout. The sale proceeds were agreed to be shared in the ratio of 45% for the applicant and 55% for the 1st respondent. As per this MOU, the applicant agreed to pay a total sum of Rs.37,50,000/- as interest-free refundable security deposit to the 1st respondent. In part performance of the same, the applicant also paid a sum of Rs.2,50,000/- on the date of execution of the MOU dated 03.08.2024.

3.The further case of the applicant is that the applicant paid a further sum of Rs.36,50,000/- *vide* cheque dated 02.09.2024 and thus, a total sum of Rs.39,00,000/- was paid by the applicant as refundable security deposit.



4. Disputes arose between the parties and hence, the applicant issued trigger notice under Section 21 of the Act on 23.10.2025 and moved this application seeking interim protection under Section 9 of the Act.

5. Notice was issued to the respondents and the respondents entered appearance and have also filed counter affidavit.

6. Heard both sides and perused the materials available on record.

7. In the considered view of this Court, considering the nature of dispute between the parties, it will be more appropriate to refer the parties to the sole Arbitrator so that the main dispute can be resolved at the earliest. When this Court sought for consent of both sides, they consented for the appointment of a sole Arbitrator and to refer the dispute arising out of MOU dated 03.08.2024 to the sole Arbitrator. Even though the arbitration clause contemplates appointment of a retired Judge of the High Court, this Court suggested that a seasoned advocate can be appointed and the same was consented by both sides. This MOU contains an arbitration clause at Clause 9.2. In view of the same, this Court is inclined to appoint a sole Arbitrator.



8.If the applicant is insisting for any interim order, it is left open to the applicant to place the present application before the sole Arbitrator, which will be dealt with under Section 17 of the Act.

9.In the light of the above discussion, ***Mr.Sharath Chandran, Advocate, (Mobile No.98844 45442), having office at No.6, Gopal Menon Street, Vepery, Chennai 600 007, is appointed as sole Arbitrator*** and the sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render an arbitral award by holding sittings in the Madras High Court Arbitration Centre under the aegis of this Court as per Madras High Court Arbitration Proceedings Rules, 2017 and the fee of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules, 2017.

This application is disposed of in the above terms.

02-02-2026

gya

Index:Yes/No

Neutral Citation:Yes/No



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N.ANAND VENKATESH, J.
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