



IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 07-04-2026**

CORAM

**THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY**

**Arb O.P(COM.DIV.) No. 760 of 2025**

Dhanalakshmi Srinivasan Builders & Housing  
Private Limited,  
Represented by its Authorised Signatory  
V.Gopalakrishnan  
Having its registered office at  
no.36, 1-24 3RD Street Thillai Nagar,  
Tiruchirappalli,  
Tamil Nadu - 620 018.

..Petitioner(s)

Vs

1. Chhapra Hajipur Expressways Limited  
Represented by its Authorised Signatory,  
Having its registered office at  
Madhucon House, Plot No.1129/A, Road  
No.36,  
Jubilee Hills, Hyderabad, Telangana,  
India, 500 033.
2. Madhucon Projects Limited  
Represented by its Authorised Signatory,  
Having its registered office at  
H. No. 1-7-70, Jubilipura, Khammam,  
Telangana, 507 003
3. Madhucon Infra Limited  
Represented by its Authorised Signatory,  
Having its registered office at  
Madhucon House, Plot no.1129/A, Road No.36,  
HITECH City Road, Jubilee Hills, Hyderabad,  
Telangana,500033
4. Madhucon Toll Highways Limited  
Having its registered office at  
Madhucon House, Plot no.1129/A, Road No.36,



Hitech City road, Jubilee Hills, Hyderabad,  
Telangana, 500033

5. MR.Nama Seethiah  
Varalaxmi Nilayam,  
H No. 11-4-65/C,  
Nehru Nagar,  
Khammam 507002

6. MR.Nama Prithvi Raj  
H No. 8-2-293/82/214,  
Road No. 14,  
Jubilee Hills,  
Hyderabad 500033

7. Kamma Ravi  
H No. 6-1-77,  
VDOs Colony,  
Khammam 507002

Also at  
Madhucon House,  
Plot No.1129/A, Road No.36,  
Hi Tech City Road,  
Jubilee Hills, Hyderabad,  
Telangana, India - 500 033.

8. K Srinivasa Rao  
Varalaxmi Nilayam,  
H No. 11-4-65/C, Nehru Nagar,  
Khammam - 507002

9. Mallampati Madhu  
H No. 11-4-65/C, Nehru Nagar,  
Khammam - 507002

10. Sai Ram Nama  
Madhucon House,  
Plot No.1129/A Road No.36,  
Hi Tech City Road, Jubilee Hills, Hyderabad,  
Telangana, India, 500033

..Respondent(s)



**PRAYER** : Arbitration Petition (Commercial Division) is filed to Exercise its powers under section 11(6) of the Arbitration and Conciliation Act, 1996 and appoint Hon'le Mr.Justice V.Bharathidasan (Retd) or any other person as this Hon'ble Court may deem fit, proper to act as the Sole Arbitrator to enter into reference and arbitrate the disputes that have arisen between the Petitioner and Respondents.

For Petitioner(s): Ms.Aparajitha Viswanath  
for M/s.Abishek Jenasenan

For Respondent(s): Mr. S.Ravi, Senior Advocate  
for M/s.Kaushik Narayanan

### **ORDER**

The first respondent is a special purpose vehicle and was appointed as the concessionaire under the Concession Agreement dated 28.07.2010 between the first respondent and the National Highways Authority of India. Subsequently, Share Purchase Agreement dated 16.01.2025 was executed between the petitioner and persons referred to as sellers therein. Only the corporate entities signed the agreement although several individuals are named in the agreement as part of the seller group.

2. Clause 11 of the agreement deals with governing law and dispute resolution. Clause – (iii) thereof is as under:



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*“(iii) Any Dispute which is not resolved within twenty (20) days of the service of a Dispute Notice, whether or not a Dispute meeting has been held, shall, be referred to arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time. The Arbitral Tribunal shall consist of three arbitrators, one arbitrator to be appointed by the Sellers and other arbitrator shall be appointed by DSBHL and the two appointed arbitrators shall mutually appoint third arbitrator who shall act as presiding arbitrator. In the event, either DSBHL or the Sellers (as a joint single team/unit) fails to appoint arbitrator within 30 (thirty) days of receipt of request to do so from the other party, such arbitrator shall be appointed by court of competent jurisdiction in the manner set out in the Act of 1996. The Seat of the arbitration shall be at Chennai and proceedings shall be conducted in English.”*

3. Relying on the dispute resolution clause, after sending notice dated 22.09.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 (the A & C Act), the present petition was filed. In the Section 21 notice, the petitioner had nominated the arbitrator. In reply dated 21.10.2025 to such notice, the first respondent stated that the share purchase agreement remains inoperative, unenforceable and incapable of being acted upon and that the arbitration clause cannot be invoked. The present petition was filed in the said facts and circumstances.



4. Opposing the petition, learned senior counsel for the respondents adverted to the share purchase agreement and contended that such agreement had not come into force on account of non-fulfilment of conditions precedent.

He also submitted that the petitioner had earlier approached the National Company Law Tribunal and that an appeal is pending before the National Company Law Appellate Tribunal. Learned senior counsel also contended that the share purchase agreement cannot be read in isolation and that it should be read conjointly with MoUs dated 06.07.2022, which preceded the execution thereof. He also referred to supplementary agreement dated 16.01.2025 in this regard.

5. Without prejudice to these contentions, he submitted that the respondents are agreeable to the reference of the dispute to arbitration by a sole arbitrator appointed by this Court. The matter was adjourned to enable the petitioner's counsel to obtains instructions in that regard.

6. At today's hearing, learned counsel for the petitioner submits that the petitioner consents to the appointment of a sole arbitrator by this Court notwithstanding the contractual prescription of three member panel.

7. Therefore, with the consent of parties, Dr. Justice P.Jyothimani, retired Judge of this Court, C-9, AGS Colony, Beach 1<sup>st</sup> Cross Street, Kottivakkam,



Chennai-600 041, Mobile No. 9498020044, (email ID: [p\\_jyothimani@yahoo.com](mailto:p_jyothimani@yahoo.com), is appointed as the sole Arbitrator to adjudicate the

dispute between the parties. Learned Arbitrator is requested to enter upon reference and adjudicate the dispute. The fees and expenses of arbitration may be fixed by learned Arbitrator in consultation with the parties. All contentions are left open to both parties.

8. Arb.O.P.(Comm.Div.) No.760 of 2026 is allowed on the above terms.

There shall be no order as to costs.

**07-04-2026**

Neutral Citation: Yes/No

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**SENTHILKUMAR RAMAMOORTHY, J.**

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**Arb O.P(COM.DIV.) No. 760 of 2025**

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