

[3378]

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THURSDAY, THE TWELFTH DAY OF MARCH
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE SRI JUSTICE P.SAM KOSHY

ARBITRATION APPLICATION NO: 38 OF 2025

Between:

Dharavath Sunitha, D/o. Mr. Ramulu, aged about 30 years, Occ. Housewife, R/o. H.No.134, SRT Jawahar Nagar, Ashok Nagar Cross Road, Hyderabad-20, Presently residing at Flat No.102, YHR Avenue, Near Raghunadha Model High School, Chaitanyapuri Main Road, Hyderabad - 500060.

...APPLICANT

AND

The Managing Director, M/s. Provident Housing Limited, No.130/1, Ulsoor Road, Bangalore - 560042, Karnataka State, Email. infogpuravankara.com.

...RESPONDENT

Arbitration Application under Section 11 (5) & (6) of the Arbitration and Conciliation Act 1996 r/w Scheme for appointment of Arbitrators praying that this Hon'ble Court may be pleased to appoint a Sole Arbitrator U/ S. 11 (5) & (6) of Arbitration and Conciliation Act, 1996, read with para 3 (i) (c) of Scheme of Appointment of Arbitrators, 1996, as framed by Hon'ble High Court for the State of Telangana and under clause 20 of the Agreement for Sale-cum-Construction dated 25.02.2018, for adjudicating the dispute between the applicant and the respondent herein.

Counsel for the Applicant: Mr. Sudhakara Rao Ambati

Counsel for the Respondent: Ms. Purnima Singh

The Court made the following: ORDER

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

THE HONOURABLE SRI JUSTICE P. SAM KOSHY

Arbitration Application No.38 of 2025

Date of order : 12.03.2026

BETWEEN :

Smt.Dharavath Sunitha, D/o. Sri Ramulu

... Applicant

And

The Managing Director

... Respondent

ORDER :

The instant Arbitration Application has been filed by the applicant under Sub-Sections (5) and (6) of Section 11 of the Arbitration and Conciliation Act, 1996 read with paragraph No.(3)(1)(c) of the Scheme for appointment of Arbitrators, 1996 praying the Court to appoint a sole arbitrator to adjudicate the dispute between the applicant and respondent arising out of the Agreement for Sale cum-Construction dated 25.02.2018 entered into by the parties.

2. Heard Mr.Sudhakara Rao Ambati, learned counsel for the applicant; and Ms. Purnima Singh, learned counsel for the respondent.

3. It is the case of applicant that she had entered into an Agreement for Sale-cum-Construction dated 25.02.2018, whereunder the respondent offered to sell Schedule 'B' and 'C' properties under the said agreement for a total sale consideration of Rs.40,49,500/-; pursuant to the said agreement, the application had paid initially an amount of Rs.26,00,000/- to the respondent; however, the respondent-Company failed to discharge its contractual obligations under the said agreement and in turn requested the applicant to pay exorbitant amounts by way of penalties, though there was no necessity on the part of applicant to pay penalties; aggrieved, the applicant finally issued a legal notice dated 20.12.2023 to the respondent invoking Arbitration Clause 20 of the agreement which contained the provision that "any dispute or difference between the parties with regard to this agreement and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably, all such disputes or differences whatsoever shall be referred to Arbitration by a sole Arbitrator appointed by both parties in accordance with provisions of the Arbitration and Conciliation Act, 1996 whose decision shall be final and binding on both parties"; however, the respondent gave evasive reply to the applicant stating that since the agreement is already

terminated the question of referring the case to an Arbitrator would not arise.

4. Aggrieved, the instant arbitration application has been filed by the applicant.

5. On 28.02.2025, notice was ordered to the respondent, and accordingly the respondent engaged a counsel to represent his case.

6. Considering the factual matrix of the case and also the contentions put forth by the learned counsel for the applicant, this Court is inclined to allow the Arbitration Application. Accordingly, this Court appoints **Dr.T.Raghuram**, retired Principal District Judge, resident of H.No.1-11-242/1, Kishan Residency, 4th Floor, Shyamlal Buildings, Near Metro Pillar No.1365, Begumpet, Hyderabad as the sole Arbitrator to resolve the *inter se* dispute between the parties.

7. Needless to state that both parties are at liberty to raise all claims and counter claims before the sole arbitrator who in turn shall conduct the arbitration proceedings in accordance with provisions of the Act. The venue of arbitration shall be decided mutually by the parties subject to consultation and agreement of the learned Arbitrator. The fee payable

to the learned Arbitrator shall also be decided mutually by the parties in consultation and agreement with the learned Arbitrator.

8. Accordingly, the Arbitration Application stands allowed. No costs.
9. As a sequel, miscellaneous petitions, pending if any, shall stand closed.

Sd/- B. SATYAVATHI
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

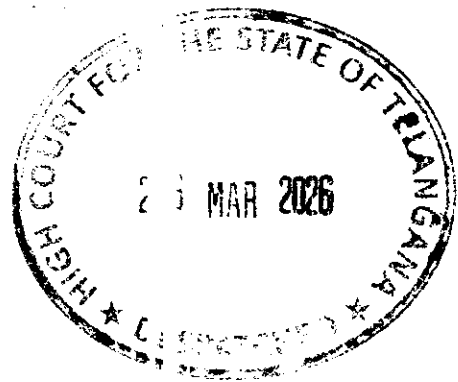
1. Dr. T. Raghuram, Retired District Judge, resident of H.No.1-11-242/1, Kishan Residency, 4th Floor, Shyamlal Buildings, Near Metro Pillar No.1365, Begumpet, Hyderabad. **(By Special Messenger)(Along with a Copy of affidavit and material papers)**
2. One CC to SRI. Sudhakara Rao Ambati, Advocate [OPUC]
3. One CC to SRI. Purnima Singh Advocate [OPUC]
4. Two CD Copies

DL/BA

Jks

HIGH COURT

DATED: 12/03/2026



ORDER

ARBAPPL.No.38 of 2025

ALLOWING THE ARBITRATION APPLICATION

(6) - JKS
25/3/26