

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

**SATURDAY, THE TWENTY FIRST DAY OF SEPTEMBER
TWO THOUSAND AND TWENTY FOUR**

PRESENT

THE HON'BLE THE CHIEF JUSTICE ALOK ARADHE

ARBITRATION APPLICATION No: 194 of 2024

Between:

M/s. Equinox Projects Private Limited, A company incorporated under the Companies Act, 1956, Having its registered office at, 3rd Floor, No. 1139, Maruthi Complex, 3rd Stage, BEML Layout, Rajarajeshwarinagar, Bangalore 560 098. Represented by its Managing Director, and authorized representative, Mr. Panna Roy.

...Applicant

AND

M/s. SRR Projects Private Limited, A company incorporated under the Companies Act, 2013, Plot No. 101, Sri Dheera's Northeast Building Street No. 2, Ravindra Cooperative Housing Society Ltd., Madhapur, Hyderabad 500 081. Represented by its Managing Director Mr. Alluri Srinivas.

...Respondent

Arbitration Application filed under Section 11 (5) of Arbitration and Conciliation Act, 1996 praying that for the reasons stated in the accompanying affidavit, this Hon'ble Court may be pleased to appoint either Mr. Krishna C.V. Grandhi or any other fit person as a sole arbitrator to adjudicate and decide the disputes and differences between the Petitioner and the Respondent in connection with the Memorandum of Understanding dated 31-01-2022 and sub-contract agreement dated 13-06-2022 with the seat and venue the arbitration proceedings being in Hyderabad.

**Counsel for the Petitioner : Ms. SHILPA.G. representing
Ms. K. MANASA**

Counsel for the Respondent : None Appeared

The Court made the following: ORDER

THE HON'BLE THE CHIEF JUSTICE ALOK ARADHE

ARBITRATION APPLICATION NO.194 of 2024

ORDER:

Heard Ms. Shilpa.G., learned counsel representing Ms. K.Manasa, learned counsel for the applicant.

2. This application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (briefly the A&C Act) has been filed seeking appointment of sole arbitrator to resolve the dispute between the parties.

3. Admittedly, the parties have entered into a Memorandum of Understanding on 31.01.2022 and a Sub-Contract Agreement on 13.06.2022. Clause 22 of the Memorandum of Understanding and Clause 24 of the Sub-Contract Agreement contain arbitration clauses, which are extracted below for the facility of reference:

“Clause 22 of the Memorandum of Understanding:

Arbitration and Governing Law: Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by an amicable effort of the Parties, such effort shall be deemed to have failed when one Party so notified the other Party/Parties in writing. If the effort at settlement has failed, then all disputes arising in connection with the Agreement shall finally be settled under the Arbitration and Conciliation Act, 1996 of Government of India in force.

The place of arbitration shall be Hyderabad, and the arbitration shall be conducted in English Language. The validity and performance of this agreement shall be governed in all respects by the substantive Laws of India.

Clause 25 of the Sub-Contract Agreement:

Arbitration: In the event of any dispute or difference arising between the parties hereto; in regard to any matter relating to or

connected with this agreement, the same shall be resolved through arbitration wherein each party shall appoint one arbitrator and the two arbitrators appointed by the parties shall appoint a third arbitrator, as per the provisions of the Arbitration & Conciliation Act, 1996, the award/decision, which is going to be final and binding on both the parties & further if disputes arise with respect to these agreements, then the jurisdiction shall be to the Courts at Hyderabad to decide the same.”

4. The dispute had arisen between the parties. Therefore, the applicant sent a notice under Section 21 of the A&C Act to the respondent on 23.02.2024. Respondent sent reply on 21.03.2024. Thereafter, this application has been filed.

5. Despite service of notice, neither anyone has appeared on behalf of the respondent nor any counter is filed to oppose the prayer.

6. In a proceeding under Section 11(6) of the A&C Act, the Court has to satisfy itself whether the underlying contract contains an arbitration agreement, which provides for arbitration pertaining to disputes, which have arisen between the parties. In the instant case, on perusal of the aforesaid Memorandum of Understanding and the Sub-Contract Agreement, it is evident that the same contain arbitration clauses and the dispute has arisen between the parties, which requires resolution in the manner agreed to by the parties.

7. Therefore, Mr. Justice A.Santosh Reddy (resident of Plot No.46, H.No.16-2-740/46, opp: Vasu Apartments, Kalyan Nagar, Gaddiannaram, New Malakpet, Hyderabad-500060; Mobile No.9705053485; email address: asrdj61gmail.com) is appointed as sole arbitrator to adjudicate the dispute between the parties.

8. Accordingly, the Arbitration Application is disposed of. No costs.

9. Office to communicate a copy of this order to the learned Arbitrator.

As a sequel, miscellaneous petitions, pending if any, stand closed.

Sd/- A.V.S.S.C.S.M.SARMA
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. Mr. Justice A. Santosh Reddy, resident of Plot No.46, H.No.16-2-740/46, opp: Vasu Apartments, Kalyan Nagar, Gaddiannaram, New Malakpet, Hyderabad-500060; Mobile No.9705053485 **(By Special Messenger) (Along with a Copy of affidavit and material papers)**
2. One CC to Ms. K. MANASA, Advocate [OPUC]
3. Two CD Copies

Kam/DL

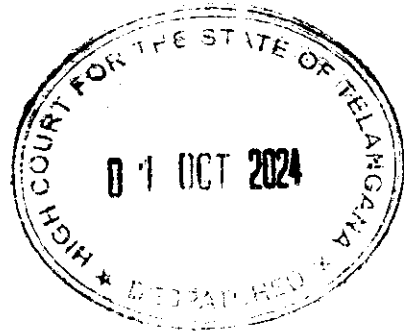
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HIGH COURT

DATED:21/09/2024

ORDER

ARBAPPL.No.194 of 2024



DISPOSING OF THE
ARBITRATION
APPLICATION

⑤ Copies

Sms
30/9/24