

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

**THURSDAY, THE THIRTIETH DAY OF JUNE
TWO THOUSAND AND TWENTY TWO**

PRESENT

THE HONOURABLE SRI JUSTICE B.VIJAYSEN REDDY

ARBITRATION APPLICATION NO: 197 OF 2021

Between:

Mr. Abid Rasool Khan, S/o Late Abdul Mannan Khan Aged about 60 years R/o H.
No. 8-2-684/3/R, Road No. 12, Banjara Hills, Hyderabad. **...APPLICANT**

AND

Mr. Ajay Salike, S/o Prakash Rao Salike, Aged about 54 years, R/o E-11,
Vikrampur, Karkhana, Secunderabad- 500009 **...RESPONDENT**

Arbitration Application Under Section 11 (5) of the Arbitration and
Conciliation Act praying that in the circumstances stated in the affidavit filed
therewith, the High Court may be pleased to

- i. Appoint a sole arbitrator to adjudicate the disputes between the
Applicant and the Respondent under the Development Agreement cum
Irrevocable General Power of Attorney dated 30/06/2017 bearing
Document No. 3897 of 2017.
- ii. Award the costs of the present application to the Applicant, and

**Counsel for the Applicant :SRI. KHAMAR KANTAMNENI Representing for
SRI MOHAMMED OMER FAROOQ**

**Counsel for the Respondent: SRI C. NAREN SAI, REPRESENTING FOR
SRI M.V. PRATAP KUMAR**

The Court made the following: ORDER

THE HON'BLE SRI JUSTICE B. VIJAYSEN REDDY

ARBITRATION APPLICATION No.197 of 2021

ORDER:

This application is filed by the applicant to appoint a sole arbitrator to adjudicate the disputes between the applicant and the respondent under the Development Agreement cum Irrevocable General Power of Attorney dated 30.06.2017 bearing Document No.3897 of 2017.

2. Mr. Khamar Kantamneni, learned counsel representing Mr. Mohammed Omer Farooq, learned counsel for the applicant, submitted that the applicant is the owner and possessor of the house property bearing Municipal No.8-2-293/82/F-II/75/A admeasuring 1087 sq. yards on Plot No.75-A, Type-A in Site II situated in Sy.No.102/1 in the layout of the Film Nagar Cooperative House Building Society Ltd, Jubilee Hills, Hyderabad, Telangana. The claim of the applicant is that the respondent obtained building permit in the month of September 2017 and was required to complete the construction of the project and obtained occupancy certificate by March 2019. The respondent is the developer. The applicant and the respondent entered into Development Agreement cum Irrevocable General Power of Attorney dated 30.06.2017 bearing Document No.3897 of 2017 wherein the respondent was required to construct and develop a residential

complex on the subject property. The respondent failed to complete the project and has abandoned the project by leaving the same unfinished in several respects. The respondent failed to take up any work from April 2020.

3. The applicant raised a claim that the respondent is liable to pay Rs.5,52,14,625/- viz. Towards non-completion of internal works in the six apartments falling to the share of the applicant, compensation towards delay in completion of the project, compensation for Flat G-2 falling to the share of the applicant, which was wrongly mortgaged to GHMC and other respects.

4. Mr. C. Naren Sai, learned counsel representing Mr. M.V. Pratap Kumar, learned counsel for the respondents, reported that the respondents are not opposing the arbitration application and that this Court may appoint an arbitrator for resolving the disputes between the applicant and the respondents.

5. There is no dispute with regard to the execution of Development Agreement cum Irrevocable General Power of Attorney dated 30.06.2017 bearing Document No.3897 of 2017 between the parties and clause 19.6 of the said agreement provides for resolution of dispute arising out of the said development agreement through arbitration. Having regard to the as facts and circumstances of the case and as there is no dispute with regard to

existence of the arbitration agreement between the parties, the arbitration application is allowed.

6. In view of the same, Sri Justice Vilas V. Afzulpurkar, Retired High Court Judge, is appointed as arbitrator to adjudicate the claims and disputes between the parties and to pass an award in accordance with law.

7. The learned Arbitrator is entitled to fees as per the rates specified in the Fourth Schedule to the Act of 1996, inserted by Act 3 of 2016 with effect from 23.10.2015, which shall be borne by both parties in equal shares.

The miscellaneous petitions pending, if any, shall stand closed. There shall be no order as to costs.

//TRUE COPY//

SD/-K.SRINIVASA RAO
JOINT REGISTRAR

SECTION OFFICER

To

1. Sri Justice Vilas V. Afzulpurkar , Retired High Court Judge , Flat No. 401 & 402 , Ruby , Lumbini Rockdale Apartments, Beside Eenadu Office , Somajiguda , Hyderabad -82. (by Special Messenger) (along with a copy of affidavit and material papers)
2. One CC to SRI. MOHAMMED OMER FAROOQ Advocate [OPUC]
3. One CC to SRI. M.V. PRATAP KUMAR Advocate [OPUC]
4. Two CD Copies
5. One Spare Copy

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HIGH COURT

DATED:30/06/2022

ORDER

ARB.APPL.No.197 of 2021



ALLOWING THE ARBITRATION APPLICATION.

⑥ VW
29/8/22