

In the Court of the Principal District Judge,
Principal District Court, Kancheepuram.

PRESENT: **Tmt. Deepthi Arivunithi, M.L.,**
Principal District Judge,
Principal District Court ,
Kancheepuram.

Monday the 16th day of February 2026

IA.No.8/2025 and I.A.No. 9/2025 in O.S. No.19/2025

1. Bonteland Banking Associates
rep. By its Proprietor Mr. A.P. Kanna .. 1st Petitioner/1st defendant
2. K. Sundararaj .. 2nd petitioner/10th defendant
- in both the petitions

Vs

1. Concinnity Realty Private Limited
Rep. By is Authorised Signatory Mr. Mustafa Gandhi .. 1st Respondents/Plaintiff
2. K. Sirajudeen Kadar Meerakani
3. Syed Su;tan Allaudeen
4. Shamsu Raja Mohamed
6. Raihan
7. Ponsabeetha
8. Varadha Land Promoters LLP.
Rep. By its Authorised Signatory
Mrs.M. Saranya
9. Sabarinathan Land Developers LLP
Rep. By its Authorised Signatory
Mr. P. Vijayakumar .. 2nd to 9th Respondents/2nd to 9th defendants.
- in both the petitions

These petitions are coming on 30.01.2026 for final hearing before me in the presence of Mrs.I. Joseph, D. Srividhya, Prageetha Joseph, Counsels appearing for the Petitioners in both the petitions and M/s. L. Sowmiya Narayanan and M. Priya, Counsels for the respondents in both the petitions and upon hearing the arguments on both sides and upon perusal of records and having stood over the matter for consideration till this day, this court delivered the following

COMMON ORDER

I.A. No. 8 of 2025 is a petition filed under s.8 of the Arbitration and Conciliation Act, 1996 to direct the respondent/plaintiff to produce the original arbitration agreement dated 18.07.2023 before this court and to pass such other orders as may be deemed fit and proper.

2. I.A. No. 9 of 2025 is a petition filed to refer the parties to the suit for arbitration and for such other orders as may be deemed fit and proper.

3. The learned counsel for the petitioner/1st defendant would contend as follows. The respondent/plaintiff has filed the present suit for the relief of specific performance of a term sheet executed between the plaintiff and the 1st defendant dated 18.07.2023. It is contended that the term sheet contains an arbitration clause. Further, it is contended that all the obligations under the contract are only cast upon the 1st defendant. Therefore, the present dispute has to be referred to an arbitrator. It is contended that the arbitrator has the right to determine the arbitrability of the matter

and also is entitled to decide upon his jurisdiction to decide the dispute. Hence, since the arbitration clause is admitted by the respondent/plaintiff, the case has to be referred to an arbitrator in terms of s.8 of the Arbitration and Conciliation Act, 1996. The learned counsel of the petitioner has also relied upon the decisions reported in 2000 SCC Online Cal 142; (2009) 1 SCC 475; (2003) 6 SCC 503 and (2002) 2 SCC 388 to support his contentions.

4. The learned counsel for the respondent/plaintiff would contend that the suit is not filed merely for a relief of specific performance. He would state that the suit is filed for declaration of various sale deeds as null and void as against the third parties who are not parties to the deed. He has stated that the said defendants are not parties to the term sheet entered into between the plaintiff and the 1st defendant. He would draw the attention of the court to the averments in the plaint and would contend that the subject matter of the suit is not arbitrable and that the relief sought for under the suit cannot be granted by an arbitrator. He would rely upon the decisions reported in M/s. Jain Housing and Constructions Limited. v. Mr. V. Ramaiah decision dated 22.01.2009 in O.S.A No. 384 of 2008; CDJ 2011 SC 451; AIR 2007 SC 1376; [2008] 1 SCR 44; CDJ 2023 SC 426; (2003) 5 SCC 531; and 2016(8) MLJ 216 to support his contentions.

5. Upon hearing both sides and having perused the materials on record, this court frames the following points for consideration.

1. Whether the suit has to be referred to arbitration in exercise of powers under s.8 of the Arbitration and Conciliation Act, 1996?

2. Whether the petition has to be allowed?

Points No. 1 and 2:

6. Since points No. 2 is consequential to point No. 1, both the said points are taken up for consideration together. The brief set of facts necessary for the purpose of this petition is as follows. The respondent/plaintiff has filed the present suit seeking specific performance of the term sheet dated 18.07.2023 executed between the plaintiff and the 1st defendant and has also sought for relief of declaration in respect of the sale deeds executed by the defendants 2 to 7 in favour of the defendants 8 and 9. It is the case of the respondent/plaintiff that the 1st defendant had earlier entered into sale agreements with the defendants 2 to 7 in respect of the suit schedule properties and the same was informed to the respondent/plaintiff who was interested in utilizing the entire extent of property. The petitioner/1st defendant has indicated that he paid advance to the respective land owners and that they are willing to execute the sale in favour of the petitioner/1st who in turn was ready to sell the said properties to the respondent/plaintiff. On the basis of this understanding, the respondent/plaintiff is said to have paid a sum of Rs.1,06,00,000/- to the petitioner/1st defendant. However, the defendants 2 to 7 have sold out the properties to the defendants 8 and 9. Hence, the suit is filed to enforce the terms of the term sheet entered between the

respondent/plaintiff and the petitioner/1st defendant herein and for other declaratory reliefs.

7. The first issue that arises for consideration is whether the conditions as stipulated in s.8 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the A &C Act) is fulfilled or not. In the present case, it is to be noted that the petitioner/defendant did not file the original term sheet entered into by the parties. The petitioner/defendant has filed an application in I.A. No. 8 of 2025 seeking for a direction to this court to direct the respondent/plaintiff to produce the original document. It is no more res-integra that a petition for referring the case to arbitration under s.8 of the Arbitration and Conciliation Act, 1996 cannot be dismissed solely on the ground that original agreement is not produced at the time of numbering. However, as per the decision of the Hon'ble Supreme Court in the case of Hindustan Commercial Bank Ltd. Vs. Punnu Sahu (Dead) Through Legal Representatives [(1971) 3 S.C.C. 124], it was held that the original document or the certified copy can be produced at the time when the court considers the present application.

8. In the present case, the petitioner/1st defendant has not produced the original or a certified copy of the term sheet relied upon them. While so, it is seen that mandatory requirement under s.8 is not fulfilled. In the present case, an application has been filed by the petitioner/1st defendant seeking a direction to the respondent/plaintiff on the ground that they alone were in possession of the term

sheet. However, the petitioner/1st defendant has not produced any material to show that the original term sheet was not in his possession. Hence, this court finds that the mandatory condition was not fulfilled by the petitioner/1st defendant.

9. In the present case, it is to be noted that the term sheet dated 18.07.2023 does not have any express clause relating to the arbitration. During the course of arguments, when this court asked the learned counsel for the petitioner/1st defendant to point out the arbitration clause, he pointed out clause 21 of the term sheet, which is extracted hereunder.

“ 21 Arbitration and Jurisdiction – The place of arbitration shall be Ahmedabad shall be in English and jurisdiction shall be Chennai.”

10. Thus, it is seen that apart from the above clause relating to the place of arbitration, there is nothing in the term sheet that expressly states that any dispute arising under the term sheet is to be referred to arbitration. However, in this case the respondent/plaintiff has admitted clause 21 of the term sheet. Hence, this court finds it unnecessary to dwell further on this issue.

11. Now, it has to be decided whether the issue that arises in the suit is arbitrable or not. In the present case, it is the specific case of the respondent/plaintiff that he was cheated by the 1st defendant and the other defendants who have sold the properties in a fraudulent manner to the defendants 8 and 9. It is seen that the respondent/plaintiff has sought for declaratory reliefs. The learned counsel for the respondent/plaintiff has relied upon the decision reported in Sukanya Holdings Pvt.

Ltd. v. Jayesh H Pandya reported in 2003 (5) SCC 531 and Gujarat Composite Limited v. A Infrastructure Limited and others reported in CDJ 2023 SC 426. It is seen that the present dispute cannot be solved only between the petitioner/1st defendant and the respondent/plaintiff herein as contended by the learned counsel for the petitioner/1st defendant. It is seen that the suit properties belong to the defendants 2 to 7 who had entered into agreements with the 1st defendant. The respondent/plaintiff has filed the present suit only for specific performance relating to the purchase of the lands belonging to the defendants 2 to 7. While so, admittedly, there exists no arbitration agreement between the petitioner/1st defendant and the respondent/plaintiff along with the other defendants herein. Hence, this court is of the considered opinion that the suit cannot be referred to arbitration. Further, as rightly pointed out by the learned counsel for the respondent/plaintiff, the relief of declaration cannot be granted in an arbitration proceedings and therefore, even on the said ground, the case cannot be referred to arbitration under s.8 of the A & C Act.

12. For the foregoing reasons, this court finds that the suit cannot to be referred to arbitration since the mandatory requirements under s.8 of the A & C Act is not fulfilled and since the subject matter of the dispute is arbitrable and since there is no valid arbitration act in existence between all the parties to the dispute. Hence, this petition has to be dismissed.

13. In result, both the petitions in I.A. No. 8 and 9 of 2025 are dismissed without costs.

//This Common order has been partly dictated by me to the Stenographer, typed by her in the computer, corrected and pronounced by me in the open Court on this the Monday the 16th day of February 2026//

Principal District Judge,
Principal District Court,
Kancheepuram.

Exhibits and Witnesses on both side: NIL.

Principal District Judge,
Principal District Court,
Kancheepuram.

Draft/Fair Order
I.A.No. 8/2025 and
I.A.No.9/2025 in
O.S.No.19/2025
D.D. 16.02.2026
Principal District Court ,
Kancheepuram.

