



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI**

Bench
Sr.No:-37
[3441]

ARBITRATION APPLICATION NO: 11 of 2026

M/s. S. L. V. Developers

...Applicant

Vs.

Smt. Kuchipudi Nagabhavani and others

...Respondents

Advocate for Applicant:

Mr. Kilaru Nithin Krishna

Advocate for Respondents:

Mr. Mullapudi Satyanarayana

CORAM : THE CHIEF JUSTICE DHIRAJ SINGH THAKUR

DATE : 10th April, 2026.

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This is an application filed under Section 11 (5) of the Arbitration and Conciliation Act, 1996 (for short, "the Act of 1996"), seeking the appointment of an arbitrator for purposes of adjudicating the disputes arising out of and in connection with the Development Agreement-cum-Irrevocable General Power of Attorney, entered into between the parties, dated 19.04.2021.

2. The applicant's case is that it entered into Development Agreement-cum-Irrevocable General Power of Attorney with a view to develop an open land measuring Acs.3.392 cents, situate in Survey Nos.113/2, 113/4 at Gunadala Village in Krishna District to build a modern multi-storied residential apartment complex.

3. It is stated that the applicant undertook the development activity after obtaining the requisite approvals from statutory bodies and completed the project.

4. It is stated that as per the terms and conditions of the agreement, respondents were allotted specific residential flats corresponding to their ownership shares in the developed property.

5. It is stated that as per the terms and conditions of the Development Agreement and in particular Clause 34 thereof, the parties had agreed that Sales Tax/V.A.T./Service Tax or G.S.T. or any statutory levies of the State or Central Governments, levied or to be levied in future, with respect to the development would be borne by the landlords and developers proportionately but through the builder only, as the builder would act as G.S.T. dealer as per the statutory provisions.

6. It is stated that the total G.S.T. liability which has been determined as payable, is approximately Rs.90,37,560/- as on 29.10.2025. It is stated that the respondents were under a contractual obligation to discharge their respective liabilities through the applicant.

7. A notice, dated 20.01.2026, invoking the arbitration clause, is stated to have been served upon the respondents, which did not elicit the desired response from the respondents, and hence the present Arbitration Application.

8. Learned counsel for the respondents, however, does not deny either the existence of a dispute or the arbitration Clause 38 in the agreement, which envisages the resolution of disputes through the mechanism of arbitration.

9. Be that as it may, disputes having arisen between the parties, the same are required to be resolved through the mechanism of arbitration, as was agreed to between the parties. The present arbitration application is accordingly allowed. Mr. L. Ravichander, Senior Advocate, is appointed as an Arbitrator, who shall enter upon the reference and adjudicate upon the disputes arising out of and in connection with the Development Agreement-cum-Irrevocable General Power of Attorney, between the parties, dated 19.04.2021 and render the Award within the statutory period. The parties shall be free to file detailed claims and counter-claims, before the learned Arbitrator. The learned Arbitrator shall also be entitled to claim the fee in consultation with the parties.

No costs. Consequently, pending miscellaneous applications, if any, shall stand closed.

A copy of this order be communicated to the learned Arbitrator on the address mentioned herein below:

Mr. L. Ravi Chander, Senior Advocate,
Road No.3, Ashok Nagar, Himayatnagar,
Chikkadpally, Hyderabad – 500 020.
Ph: 98480 41597

DHIRAJ SINGH THAKUR, CJ.
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