



HIGH COURT FOR THE STATE OF TELANGANA

MAIN CASE No: Arbitration Application No.96 of 2025

PROCEEDING SHEET

Sl. No.	Date	ORDER	OFFICE NOTE
1.	22.08.2025	<u>HCJ (AKrS,J)</u> Mr. B.Rajeshwar Reddy, learned counsel for the applicant. Heard learned counsel for the applicant. Learned counsel for the applicant submits that the dispute under the Development Agreement-cum-Irrevocable General Power of Attorney dated 29.06.2016 is as against respondent No.1 only since respondent Nos.2 to 4 have settled the matter outside the Court after filing of Arbitration O.P.No.39 of 2025 before learned IX Additional Chief Judge, City Civil Courts, Hyderabad. The Development Agreement-cum-Irrevocable General Power of Attorney dated 29.06.2016 provides for an arbitration clause No.31, which reads as under: “31. In case of any dispute arising between the parties hereto touching these presents, the matter shall be referred to the Arbitrator	



		authorities, chosen one by each party and in case of difference of opinion between the Arbitrators, to choose a third Arbitrator as common umpire and their award shall be final and binding on all parties and the relevant provisions of the Indian Arbitration Act shall apply to the proceedings. All costs of arbitration shall be borne by both parties in equal proportion. Courts at Hyderabad shall only have jurisdiction to file a case if deemed fit.” Respondent No.1 has failed to respond to the notice dated 19.02.2025, Annexure P-12 at Page No.118. According to the applicant, the summary of the claims is provided under Para 14 as against all the landlords respondent Nos.1 to 4. However, learned counsel for the applicant submits that since respondent Nos.2 to 4 have settled the matter, the remaining claims as against respondent No.1 are due to the extent of Rs.1,15,90,646/- as per the tabular chart enclosed at para 21. Learned counsel for the applicant, however, submits that this Court may appoint a sole Arbitrator in place of a panel of Arbitrators. The matter was adjourned in the	
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	previous date to enable the learned counsel for the applicant to satisfy on the issue of appointment of a sole Arbitrator when the arbitration clause provides for a panel of Arbitrators. Learned counsel for the applicant has relied upon a decision of the Apex Court in the case of Union of India v. Singh Builders Syndicate [(2009) 4 SCC 523] and submitted that the Apex Court in the facts of the said case did not interfere in the appointment of a sole Arbitrator by the Delhi High Court after taking note of the precedents such as Northern Railway Admn., Ministry of Railway v. Patel Engg. Co. Ltd [(2008) 10 SCC 240]. He submits that the decision of the Apex Court has been followed by the Delhi High Court in a recent judgment in Arbitration Petition No.24 of 2024 dated 22.05.2024. It is submitted that since the respondent No.1 has failed to respond to the notice dated 19.02.2025 for appointment of an Arbitrator and also failed to appear before this Court after notice, appointment of a sole Arbitrator would be in the interest of the parties and also prevent delays and frequent changes in an arbitral Tribunal comprising more than one	
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		Arbitrator. He submitted that therefore this Court may appoint an independent sole Arbitrator to adjudicate the dispute between the parties. Having regard to the facts and circumstances noted above and the submission of the learned counsel for the applicant and the decision cited above, this Court proposes to appoint a former Judge of this Court Mr. Justice Sambasivarao Naidu (residing at Surya – A-221, Western Plaza, Shaikpet, OU Colony, Hyderabad-500008, Phone No.040-29356216) as an Arbitrator to adjudicate the dispute between the petitioner and respondent No.1. The proposed Arbitrator is requested to submit his consent and a declaration in terms of Section 12(1) read with Schedule VI of the Arbitration and Conciliation Act, 1996. Registry is directed to communicate this order to the proposed Arbitrator. The matter be listed after two weeks with the response, if any, of the proposed Arbitrator. HCJ (AKrS,J) KL	
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