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O.A.Nos.894 to 898 of 2025 &
Arb.A.Nos.1333 to 1337 of 2025

In the High Court of Judicature at Madras

Reserved on 07.1.2026	Delivered on: 12.1.2026
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Coram :

The Honourable Mr.Justice N.ANAND VENKATESH

O.A.Nos.894 to 898 of 2025 &
Arb.A.Nos.1333 to 1337 of 2025

Landmark Metro Projects Private
Ltd., rep. by its Authorized
Signatory Mr.T.Udaya Kumar,
Chennai-17.

...Applicant in
all the OAs &
R1 in all the
Arb.Appls.

Vs

- 1.Mr.H.Sathak Ahmed Shaw
- 2.Mr.H.Shafiq Mohamed Shah
- 3.Mr.H.Zarook Syed Shah
- 4.Mrs.Naseema Beevi
- 5.Mrs.Sithi Mariam
- 6.Mrs.Khathijathu Nasreen
- 7.Mrs.Zahira Shaw
- 8.Mrs.Fathimuthu Fakiha
- 9.Mrs.Fazeela Shafiq
- 10.Mr.Ahmed Imran

...R1 to R10 in
all the OAs &
Applicants in all
the Arb.Appls.



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11.Casagrand Premier Builder
Ltd., Chennai-41.

...R11 in all the
OAs & R2 in
all the Arb.As.

ORIGINAL APPLICATIONS filed under Section 9(1)(ii)(d) of the
Arbitration and Conciliation Act, 1996 praying to

- (i) pass an order of interim injunction restraining the respondents, their men, agents or assigns from in any manner dealing, disposing, alienating, charging or encumbering the schedule property during the pendency of the arbitral proceedings (O.A.No.894 of 2025);
- (ii) to pass an order of interim injunction restraining the respondents, their men, agents, assigns or any other person/s claiming under them from and in any manner interfering with the peaceful possession of the applicant over the schedule property during the pendency of the arbitral proceedings (O.A.No.895 of 2025);
- (iii) to pass an order of interim injunction restraining the respondents 1 and 4 to 10 from in any manner giving effect to the deeds of cancellation dated 28.8.2025 registered as Doc.Nos.6363, 6366, 6367, 6369, 6370, 6371, 6375, 6376 and 6382 of 2025 with the SRO, Virugambakkam (O.A.No.896 of 2025);



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(iv) to pass an order of interim injunction restraining the respondents from in any manner giving effect to the general power of attorney dated 28.8.2025 registered as Doc.No.6384 of 2025 with the SRO, Virugambakkam in favour of the 11th respondent (O.A.No.897 of 2025); and

(v) to pass an order of interim injunction restraining the respondents, their men, agents, assigns or any other person/s claiming under them from and in any manner interfering with or obstructing with the implementation of the project by the applicant in accordance with terms of the Joint Development Agreement dated 26.4.2021 and not to terminate the Joint Development Agreement dated 26.4.2021 during the pendency of the arbitral proceedings (O.A. No.898 of 2025); and

ARBITRATION APPLICATIONS filed under Section 9(1)(e) of the Arbitration and Conciliation Act, 1996 praying to

(i) to lift the order order of ex parte interim injunction dated 04.9.2025 granted in O.A.No.894 of 2025 (Arb.A.No.1333 of 2025);
(ii) to lift the order order of ex parte interim injunction dated 04.9.2025 granted in O.A.No.898 of 2025 (Arb.A.No.1334 of 2025);



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- (iii) to lift the order order of ex parte interim injunction dated 04.9.2025 granted in O.A.No.897 of 2025 (Arb.A.No.1335 of 2025);
- (iv) to lift the order order of ex parte interim injunction dated 04.9.2025 granted in O.A.No.896 of 2025 (Arb.A.No.1336 of 2025);
- and
- (v) to lift the order of ex parte interim injunction dated 04.9.2025 granted in O.A.No.895 of 2025 (Arb.A.No.1337 of 2025).

Schedule

All that piece and parcel of land measuring 7 acres 64.31 cents in Nerkundram Village, Maduravoyal Taluk, Thiruvallur District comprised in survey numbers having extent as:-

<i>S.No</i>	<i>Survey No.</i>		<i>Survey No.</i>	
1	94/1 (Part)	33.17	94 (Part)	0.89.58
2	95 (Part)	12.04	95 (Part)	0.29.96
3	96/2A (Part)	14.74	96/2A (Part)	0.35.70
4	96/2B2 (Part)	3.41	96/2B (Part)	0.03.07
5	97/1B	5.5	97/1 (Part)	0.11.00
6	97/2B	5.5.	97/2 (Part)	0.13.00
7	98/1	8.5	98/1	0.21.00
8	98/2	8	98/2	0.20.00
9	99	66.5	99	1.64.00
10	100/1	30	100/1	0.73.00
11	100/2	28.5	100/2	0.71.00
12	108/1	23	108	0.57.00
13	103/1	39	103/1	0.96.00
14	103/2	32	103/2	0.79.00
	<i>Total</i>	309.86		7.64.31



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94/1 (part), 95 (part), 96/2A (part), 96/2B2 (part) & S.No.100/2; east by S.Nos.96/2B1, 97/1A, 97/2A, 108/2, 104 and 175; west by S.Nos.94/2, 94/3, 94/4, 94/5, 94/6, 94/9, 101 and 102; and south by S.Nos.102, 177, 178, 105 and 105 and situated within the registration district of South Chennai and sub-registration district of Virugambakkam.

For Applicant in all the OAs & R1 in all the Arb.Appls. : Mr.Srinath Sridevan, SC for Mr.Surya Teja SS Nalla

For R1 to R10 in all the OAs & Applicants in all the Arb.Appls. : Mr.P.Mohan Kumar for Mr.A.Palaniappan & Mr.V.U.Surya Prakash

For R11 in all the OAs & R2 in all the Arb.Appls : Mr.R.Thiagarajan & Ms.Vasudha Thiagarajan



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COMMON ORDER

These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (for short, the Act) seeking for various interim reliefs pending arbitral proceedings.

2. Heard the respective learned counsel appearing on either side.

3. For the sake of convenience, the parties will be referred to in this common order as they are arrayed in the original applications.

4. The facts leading to filing of these applications are as follows:

(i) The applicant is involved in developing high end commercial complexes. Respondents 1 to 10, who are members of one single family and joint owners of the subject property measuring an extent of 7.64 acres in Nerkundram, Maduravoyal, approached the applicant for construction of a modern residential complex in the subject property. The parties entered into a joint development agreement (JDA) dated 26.4.2021 and the joint owners of the subject property executed general power of attorney deeds dated 28.4.2021 in favour of the applicant to deal with the subject property and to get necessary



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to ownership over 60% of the super built up area and the revenue generated therefrom and respondents 1 to 10 were entitled to ownership over 40% of the super built up area and the revenue generated therefrom.

(ii) In line with the said JDA, a sum of Rs.5 Crores was paid by the applicant to respondents 1 to 10 towards advance, which was interest free refundable security deposit. The applicant had to get necessary approvals and sanctions within 12 months of signing the JDA and complete the developmental work within 40 months from the date of receipt of the approvals along with a grace period of 12 months. The JDA also provided for referring the dispute to arbitration under Clause 25.

(iii) Respondents 1 to 10 were insisting on achieving the maximum permissible FSI of 3.25 as per the JDA dated 26.4.2021. For that purpose, certain obligations were required to be performed by respondents 1 to 10 to widen the road width. The applicant applied for the planning permission to the Chennai Metropolitan Development Authority (CMDA) with the proposed FSI of 3.297 for the proposed project with stilt + 19 floors. However, the CMDA, vide letter dated



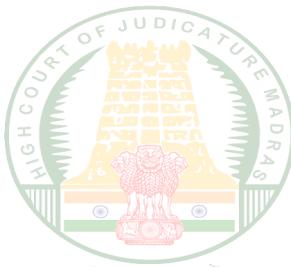
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01.8.2024, returned the application of the applicant since the qualifying road width to the subject property was not satisfied.

(iv) According to the applicant, they spent around Rs.21.69 Crores towards developing the subject property apart from paying a sum of Rs.5 Crores to respondents 1 to 10 towards interest free refundable security deposit. The applicant was actively negotiating with respondents 1 to 10 to re-work the building plan and look for an alternative. While so, respondents 1 to 10 issued individual notices dated 28.8.2025 to the applicant revoking the respective general power of attorney issued in favour of the applicant. Thereafter, they also proceeded to cancel all the general power of attorney deeds on 29.8.2025.

(v) Respondents 1 to 10 also entered into a JDA dated 28.8.2025 with the 11th respondent when the earlier JDA dated 26.4.2021 executed in favour of the applicant was in subsistence. It was under those circumstances, the applicant approached this Court by filing O.A.Nos.894 to 898 of 2025 seeking for interim protection.

5. Initially, on 04.9.2025, this Court granted an order of interim injunction directing the respondents not to alienate or encumber the



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subject property and this interim order has been extended from time to time. Later, respondents 1 to 10 filed Arbitration A.Nos.1333 to 1337 of 2025 seeking to vacate the interim order granted on 04.9.2025 along with a common counter affidavit. They took a stand that the CMDA has already returned the application submitted by the applicant, that the applicant has not taken any steps to challenge the same and that even as per the admitted case of the applicant, they were not in a position to get the sanction with 3.25 FSI and thereby they were not in a position to fulfil their part of the obligation under the JDA dated 26.4.2021.

6. Respondents 1 to 10 have also taken a stand that they were kept in dark regarding the status of the application filed by the applicant before the CMDA for planning permission and that even in the whatsapp messages that were exchanged between the parties as late as on 08.10.2024 and 16.10.2024, they were given an impression that the application of the applicant filed before the CMDA was pending whereas the CMDA had returned the same as early as on 01.8.2024 and this was not even informed by the applicant.



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7. Respondents 1 to 10 took a further stand that since the applicant is not in a position to fulfil their part of the obligation under the JDA dated 26.4.2021, they proceeded further to cancel the general power of attorney deeds executed in favour of the applicant and the JDA dated 26.4.2021 also stood terminated and they also entered into a fresh JDA dated 28.8.2025 with the 11th respondent.

8. In addition to that, respondents 1 to 10 took a stand that initially, it was decided to develop the layouts in order to fulfil the requirements for expansion of road and accordingly, out of 7.64 acres, an extent of 1.61 acres was developed into layouts and sold, that a sum of Rs.26.5 Crores was received by the applicant, out of which, only a sum of Rs.10.65 Crores was paid to them, that they also called upon the applicant to settle the balance amount after giving credit to the interest free refundable security deposit of Rs.5 Crores received by them and also the other incidental expenses incurred by the applicant, that however, the same was not considered by the applicant and that therefore, respondents 1 to 10, as owners of the subject property, thought it fit to proceed further to develop the subject property with the help of the 11th respondent.



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9. Respondents 1 to 10 also took a stand that possession was not handed over to the applicant, that the applicant was only permitted to enter into the subject property for the purpose of carrying out the developmental activity and that they would be put to irreparable loss and hardship if the interim order is continued in favour of the applicant. Ultimately, they sought for dismissal of O.A.Nos.894 to 898 of 2025.

10. The 11th respondent also filed a common counter affidavit wherein they took a stand that they stepped into the shoes only after revocation of the general power of attorney that was initially given in favour of the applicant, that they had already parted with a sum of Rs.30 Crores as advance to respondents 1 to 10 and that they also come in as developers with a bona fide impression that the applicant is no longer in the picture. Hence, apart from supporting the claim made by respondents 1 to 10, they also sought for dismissal of O.A.Nos.894 to 898 of 2025 that were filed by the applicant.

11. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on



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record.
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12. The applicant and respondents 1 to 10 entered into a memorandum of understanding on 26.2.2018. At that point of time, the parties were contemplating to get approval with 2.5 FSI and to achieve the widening of the road. This agreement also contemplated the parties entering into a JDA. Accordingly, on 26.4.2021, the applicant and respondents 1 to 10 entered into a JDA. Even at that point of time, the parties were aware that the road widening is a prerequisite for getting the planning permission. In this agreement, the applicant was expected to achieve the maximum permissible FSI of 3.25 times along with premium FSI.

13. The total extent of land where the development was proposed to be made was described in Schedule C to the JDA and the total extent was 7 acres 64.31 cents in Nerkundram Village, Maduravoyal Taluk. The JDA imposed specific timelines for the applicant to obtain all requisite approvals including planning sanctions within 12 months of the signing of the agreement and to complete the development within 40 months from the date of receipt of the



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approvals along with a grace period of 12 months.
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14. On going through the records, it is seen that the application was submitted by the applicant to the CMDA for planning permission only on 13.1.2024. In the meantime, out of 7.64 acres, it was decided to develop a layout and the same is evident from the minutes of the meeting held on 24.2.2023 between the applicant and respondents 1 to 10. Out of 7.64 acres, an extent of 1.61 acres was developed as a layout and independent sale deeds were executed in favour of third parties.

15. Respondents 1 to 10 claim that out of the said sale, the applicant received nearly Rs.26.5 Crores and that what was paid to them was only Rs.10.65 Crores. In the minutes of the meeting, item II of the agenda dealt with the development of the main project. Further, the application submitted by the applicant on 13.1.2024 has been returned by the CMDA on 01.8.2024 stating that the proposed FSI of 3.297 was not possible since the qualifying road width was not available. Hence, the proposed project had virtually hit a road block.



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16. Both the parties are blaming each other. According to respondents 1 to 10, they had come to the conclusion that the applicant could not get any approval from the Competent Authority and therefore, could not proceed further with the project. The further stand taken by respondents 1 to 10 was that they were not even informed about the submission of the application before the CMDA on 13.1.2024 and the application being returned by the CMDA on 01.8.2024.

17. At this juncture, respondents 1 to 10 thought it fit to proceed further to develop the subject property with the help of the 11th respondent. Hence, they have entered into a JDA with the 11th respondent on 28.8.2025. Respondents 1 to 10 have also received the advance amount of Rs.30 Crores from the 11th respondent and virtually, the 11th respondent is in the process of replacing the applicant as the developer of the subject property.

18. In order to enter into an agreement with the 11th respondent, respondents 1 to 10 cancelled the general power of attorney that was given in favour of the applicant. They also became



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aware of the fact that one of the sister concerns of the applicant namely M/s.Landmark Housing Projects Chennai Private Limited underwent liquidation and the public announcement was made in this regard on 26.4.2025. Thus, respondents 1 to 10, who are the owners of the subject property, came to the conclusion that the applicant was not in a position to get the planning approval from the CMDA and apart from that, the financial wherewithal of the applicant was in question since one of its sister concerns underwent liquidation. Hence, respondents 1 to 10 took a decision to cancel the general power of attorney executed in favour of the applicant and enter into a fresh JDA with the 11th respondent.

19. During the course of hearing, it was brought to the notice of this Court that the applicant has already issued the trigger notice under Section 21 of the Act on 07.10.2025 to respondents 1 to 10 and invoked the arbitration clause.

20. The applicant claims that apart from paying a sum of Rs.5 Crores to respondents 1 to 10 as interest free refundable security deposit, they also spent a sum of Rs.21.69 Crores towards kickstarting



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the development of the project.

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21. Per contra, respondents 1 to 10 admitted the fact that they received a sum of Rs.5 Crores from the applicant. They are willing to pay the expenses incurred by the applicant if the same are justified by the applicant by providing necessary particulars. Apart from that, they took a stand that out of the sale of layouts in an extent of 1.61 acres, the applicant received a sum of Rs.26.5 Crores and that what has been received by respondents 1 to 10 was only Rs.10.65 Crores. Hence, they are claiming the balance amount from the applicant.

22. The dispute on the various amounts claimed by both parties is confined to the amounts stated supra.

23. The applicant is trying to pitch in their case under Section 53A of the Transfer of Property Act as if they had taken possession in part performance of the contract and that their power of attorney was coupled with interest.



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24. In so far as the claim for part performance is concerned, the same is negated by the very terms of agreement contained in Clause 4 of the JDA dated 26.4.2021. In so far as the power coupled with interest is concerned, it confines itself to a sum of Rs.5 Crores and the expenses incurred by the applicant as mentioned supra.

25. In the light of the above facts, the only issue to be dealt with in these applications is as to whether the interim order granted in favour of the applicant must be continued or is liable to be vacated.

26. It is now too well settled that while dealing with an application under Section 9 of the Act, the Court must only see if a *prima facie* case has been made out, whether the balance of convenience is in favour of the applicant or whether, by such denial of interim relief, the applicant will be put to irreparable loss and hardship. The Court must also satisfy itself that there is manifest intention on the part of the applicant to arbitrate.

27. The applicant is relying upon the JDA dated 26.4.2021 and also the general power of attorney executed in favour of the applicant



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in order to establish their *prima facie* case. That, by itself, is not sufficient since the other two ingredients must also be considered by the Court.

28. It must be borne in mind that respondents 1 to 10 are the owners of the subject property. From the year 2018 onwards, they have been dealing with the applicant to develop the project upto the year 2024. Ultimately, the application for planning permission filed by the applicant came to be returned by the CMDA on 01.8.2024 and the so-called development in the subject property has come to a standstill. The decision taken by the CMDA has not been put to challenge by the applicant and admittedly, the road width is not available to get the sanction for 3.297 FSI. The agreement contemplated certain events to take place for the purpose of road widening, which is found at Clause C of the agreement. There is no explanation as to why those events did not take place.

29. Hence, unless and otherwise the requirements of road widening are satisfied, the applicant can never get the planning permission. In such a scenario, if respondents 1 to 10 are prevented



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30. On the other hand, if respondents 1 to 10, who are the owners of the subject property, are prevented from dealing with the subject property, they will be virtually stuck and as a result, they will be put to irreparable loss and hardship. In the considered view of this Court, the *prima facie* balance of convenience leans in favour of respondents 1 to 10. In the light of the above finding, the third requirement of irreparable loss and hardship also does not enure in favour of the applicant. Hence, this Court is not inclined to continue the interim order granted in favour of the applicant.

31. The trigger notice has been issued by the applicant on 07.10.2025. Hence, this Court expressed its mind to appoint an arbitrator if both parties could give their consent. In fact, it was informed to this Court that the applicant has already filed an application under Section 11 of the Act. But, the same is yet to be



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numbered. Further, both sides consented for appointment of a sole arbitrator by this Court.

32. In the light of the above discussions, the interim order already granted by this Court on 04.9.2025 in O.A.Nos.894 to 898 of 2025 shall stand vacated. ***Mrs.Chithra Sampath, Senior Advocate, residing at No.14/1, Kamatchipuram First Street, West Mambalam, Chennai-33 (Mob.No.9962085956)*** is appointed as the sole Arbitrator. The learned Arbitrator is requested to enter upon a reference to adjudicate the disputes that were arising between the parties by holding the sittings in any venue at Chennai to the convenience of all concerned and render an award. The fees of the learned Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC)(Administrative Cost and Arbitrator's Fees) Rules 2017. The learned Arbitrator is requested, after issuing notice to both the parties and upon hearing them, to pass an award as expeditiously as possible. It is made clear that whatever dealings are made by respondents 1 to 10 with the 11th respondent with respect to the subject property will be subject to the final result in the arbitral proceedings.

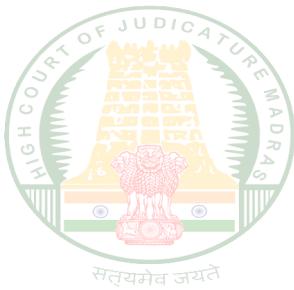


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12.1.2026

RS



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N.ANAND VENKATESH,J

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12.1.2026

22/22