

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 7918/2023  
(Arising out of SLP(C) No. 23971/2022)

VEERABOINA YADIAH

..APPELLANT(S)

VERSUS

RAMAKANTH DANDE & ORS.

..RESPONDENT(S)

O R D E R

Leave granted.

Respondent No. 1 is present in Court and to show his *bona fides* has handed over a cheque (000312) of Rs. 5,00,000/- which is undertaken to be good for payment.

We have heard learned counsel for parties.

The present proceedings have a limited scope and they arise from an order passed on an application under Section 11 (6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.

The relationship between the parties is of landlord and tenant. It appears that respondent No. 1 has made some payments to the co-landlord, respondent No. 3, as per respondent No.1 before us. Insofar as the appellant is concerned, it is his say that not even a single penny has been

CA @ SLP(Civil) No. 23971/2022

received by him despite the lease deed being registered one and specifying the bifurcation of rent which is liable to be paid to him.

A perusal of the impugned order dated 01.07.2022 shows that the High Court opined that it would not be appropriate to refer the dispute to an Arbitrator.

We are unable to agree with the aforesaid as indisputably the tenant is not a protected tenant in the present case and thus would be governed by the contractual provisions. That being the position, the only way to resolve the dispute is through Arbitration provided *inter se* the parties in Clause 25.

The tenant seeks to plead that mediation may be more reasonable way of resolving the dispute but that is not acceptable to the appellant for the reason that he has instructions that all past mediation have not succeeded and he has not received any payments.

In view of the aforesaid, we consider appropriate that an Arbitrator be appointed by the Hyderabad International Arbitration Centre looking to the value of the claims of the parties.

The appeal is allowed accordingly, leaving the parties to bear their own costs.

CA @ SLP(Civil) No. 23971/2022

Needless to say that as interim arrangement, the cheque handed over by respondent No. 1 to the appellant may be encashed by the appellant, subject to final amounts without prejudice to the rights and contentions of the parties.

.....J.  
[SANJAY KISHAN KAUL]

.....J.  
[SUDHANSHU DHULIA]

NEW DELHI,  
DECEMBER 04, 2023.

ITEM NO.29

COURT NO.2

SECTION XII-A

**S U P R E M E C O U R T O F I N D I A**  
**RECORD OF PROCEEDINGS**

Petition(s) for Special Leave to Appeal (C) No(s). 23971/2022

(Arising out of impugned final judgment and order dated 01-07-2022 in ARBA No. 93/2021 passed by the High Court For The State Of Telangana At Hyderabad)

VEERABOINA YADIAIAH

Petitioner(s)

VERSUS

RAMAKANTH DANDE &amp; ORS.

Respondent(s)

([respondent Nos.1 and 2 remain personally present in Court on the next date] )

Date : 04-12-2023 This petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KISHAN KAUL  
 HON'BLE MR. JUSTICE SUDHANSHU DHULIA

For Petitioner(s) Mr. Raavi Yogesh Venkata, AOR  
 Ms. Twinkle Rathi, Adv.  
 Mr. Kv Pawan Kumar, Adv.

For Respondent(s) Mr. Manoj C. Mishra, AOR

UPON hearing the counsel the Court made the following  
**O R D E R**

Leave granted.

The appeal is allowed, leaving the parties  
 to bear their own costs.

[CHARANJEET KAUR]  
 ASTT. REGISTRAR-cum-PS

[POONAM VAID]  
 COURT MASTER (NSH)

[ Signed order is placed on the file ]

CA @ SLP(Civil) No. 23971/2022