



AR NO. 72 OF 2026

1

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE S.MANU

TUESDAY, THE 23RD DAY OF JUNE 2026 / 2ND ASHADHA, 1948

AR NO. 72 OF 2026

PETITIONER/S:

- 1 M/S J & P SAND AND AGGREGATES INTERNATIONAL PVT LTD
1.HAVING ITS REGISTERED OFFICE AT 3/546 V, ST.
ANTONY'S SHOPPING COMPLEX, KIZHAKKAMBALAM, ERNAKULAM
REPRESENTED BY ITS MANAGING DIRECTOR, PETER JOSEPH,
PIN - 683562
- 2 PETER JOSEPH
AGED 54 YEARS
S/O CHACKO, PUNCHAPUTHUSSERIYIL HOUSE,
KIZHAKKAMBALAM P.O., ERNAKULAM, PIN - 683562
- 3 JAMES JOSEPH
AGED 58 YEARS
S/O P.C JOSE, PUNCHAPUTHUSSERIYIL HOUSE,
KIZHAKKAMBALAM P.O., ERNAKULAM, PIN - 683562

BY ADVS.
SRI.C.R.SYAMKUMAR
SHRI.ATHUL ROY
SHRI.INDRAJITH DILEEP
SMT.HELEN P.A.

RESPONDENT/S:

- 1 M/S N.J.T GRANITES
CHEERKAYAM, NATTAKKAL (P.O), KASARGOD - REPRESENTED
BY ITS MANAGING PARTNER, ALEX THOMAS, PIN - 671533
- 2 ALEX THOMAS
S/O NJ THOMAS, NEDUMCHIRA HOUSE, PEROOR P.O,



AR NO. 72 OF 2026

2

KOTTAYAM, PIN - 686637

3 THOMAS ALEX
S/O ALEX THOMAS, NEDUMCHIRAYIL HOUSE, GANDHINAGAR
P.O, KOTTAYAM, PIN - 686008

4 ANDREW ALEX
S/O ALEX THOMAS, NEDUMCHIRA HOUSE, PEROOR P.O,
KOTTAYAM, PIN - 686637

BY ADVS.
SRI.P.G.CHANDAPILLAI ABRAHAM
SRI.ISAAC THOMAS

THIS ARBITRATION REQUEST HAVING COME UP FOR ADMISSION ON
23.06.2026, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:



AR NO. 72 OF 2026

3

O R D E R

The first applicant is a Private Limited Company, the second applicant is its Managing Director and the third applicant is a Director of the Company. The first respondent is a partnership firm, and respondents 2 to 4 are its partners.

2. On 01.03.2022, the applicants and the respondents entered into a Memorandum of Understanding, in continuation and supersession of certain earlier Memorandums of Understanding, whereby the respondents agreed to sell a quarry, land and machineries to the applicants for a total consideration of Rs. 33,37,00,000/-. Pursuant to the said memorandum of understanding, the respondents received an amount of Rs.14,08,81,382/- towards the sale consideration. A copy of memorandum of understanding dated 01.03.2022 has been produced as Annexure A1.

3. However, the applicants subsequently came to know that, even prior to the execution of memorandum of understanding, the respondents had transferred the quarry and machineries to a Private Limited Company. Thereafter, an understanding was arrived at between the applicants and the respondents, whereby the respondents agreed to refund the advance sale consideration



AR NO. 72 OF 2026

4

received by them on or before 31.12.2023. Further it was agreed that, in the event of failure to repay the amount within the said period, the respondents would be liable to pay interest at the rate of 18% per annum with effect from 01.01.2024. It is alleged that the respondents paid only an amount of Rs.20,00,000/- on 17.10.2023 and further amount of Rs.50,00,000/- on 25.03.2025. The applicants further state that attempts were made to amicably resolve the disputes through mediation. However, the said attempts did not yield any positive result.

4. According to the applicants, as on 30.04.2026, a sum of Rs.19,22,11,542/- was due and payable by the respondents towards the balance principal amount together with interest.

5. Annexure A1 memorandum of understanding contains an arbitration clause. Invoking the said clause, the applicants issued a notice dated 20.04.2026 to the respondents. A copy of the said notice has been produced as Annexure A2. According to the applicants, they subsequently came to know that the 2nd respondent was attempting to transfer all the assets of the respondents in the name of his wife with a view to defeat the claims of the applicants. Therefore, they approached the Commercial Court, Ernakulam in MA(Arbitration) No.1052/2026 seeking appropriate interim reliefs. The said court passed an order on 29.4.2026.



AR NO. 72 OF 2026

5

6. In response to Annexure A2 notice issued invoking the arbitration clause contained in the agreement, the respondents issued Annexure A4 reply dated 05.05.2026. However, no consensus could be arrived at between the parties regarding the appointment of an arbitrator. Consequently, the present Arbitration Request has been filed. The respondents have entered appearance.

7. Heard the learned counsel for the applicant and the learned Senior counsel appearing for the respondents.

8. The learned counsel for the applicants reiterated the contentions raised in the memorandum of arbitration request.

9. The learned Senior Counsel appearing for the respondents denied the allegations raised against the respondents and submitted that the respondents also have disputes and claims arising out of the same agreement.

On appreciation of the submissions made by the learned counsel for the applicant as well as the learned Senior Counsel for the respondent and on perusal of the memorandum of arbitration request as well as the documents produced, I am satisfied that serious disputes have arisen between the parties pertaining to the rights and obligations in Annexure A1 agreement. Annexure A1 agreement contains an arbitration clause and it is not disputed by the respondents also.



Taking note of the aforesaid circumstances, I allow this arbitration request and it is ordered as follows:

1. The Kerala High Court Arbitration Centre is directed to nominate a Former Judge from Panel-I, preferably from Ernakulam, as the sole Arbitrator to resolve the disputes that have arisen between the petitioner and the respondents under Annexure A1 Deed.
2. The learned Arbitrator may entertain all issues between the parties in connection with the said Agreement, including questions of jurisdiction and limitation, if any, raised by the parties. All contentions of the parties are left open and they are at liberty to raise their claims and counterclaims, if any, before the learned Arbitrator, in accordance with law.
3. The Registry shall communicate the substance of this order to the Kerala High Court Arbitration Centre within ten days and the Centre shall inform the learned Arbitrator within a further period of one week and shall obtain duly signed Form 3 as required under Rule 20(4) of the Kerala High Court (Arbitration Centre) Rules, 2025 and forward the same to this Court.
4. Upon receipt of the Form 3, the Registry shall issue a certified copy of this order with a copy of the Form 3 appended to the Kerala High



AR NO. 72 OF 2026

7

Court Arbitration Centre. The original of the Disclosure Statement shall be retained by the Kerala High Court Arbitration Centre.

5. The fees of the learned Arbitrator of the Kerala High Court Arbitration Centre shall be governed by Rule 28 of the Kerala High Court (Arbitration Centre) Rules, 2025. The manner in which the fees and costs payable by the parties shall be governed by Rule 27 of the Kerala High Court (Arbitration Centre) Rules, 2025.
6. If the learned Arbitrator needs the assistance of an expert, then he is at liberty to seek such assistance in the course of the arbitration proceedings.

sd/-

S.MANU
JUDGE

SJ



AR NO. 72 OF 2026

8

APPENDIX OF AR NO. 72 OF 2026

PETITIONER ANNEXURES

- | | |
|-------------|--|
| Annexure A1 | A TRUE PHOTOCOPY OF THE MEMORANDUM OF UNDERSTANDING DATED 01.03.2022 EXECUTED BETWEEN THE APPLICANTS AND THE RESPONDENTS |
| Annexure A2 | A TRUE COPY OF THE ARBITRATION NOTICE DATED 20.04.2026 |
| Annexure A3 | A TRUE PHOTOCOPY OF THE ORDER DATED 29.04.2026 ISSUED BY THE ADDITIONAL DISTRICT COURT, ERNAKULAM |
| Annexure A4 | A TRUE PHOTOCOPY OF THE REPLY NOTICE DATED 05.05.2026 ISSUED BY THE RESPONDENTS |