



AR No.15 of 2025

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2025:KER:44852

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IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE M.A.ABDUL HAKHIM

TUESDAY, THE 24TH DAY OF JUNE 2025 / 3RD ASHADHA, 1947

AR NO. 15 OF 2025

PETITIONER/:

LALY JOSEPH
AGED 49 YEARS
RESIDING AT SFS CARTLON, KOWDIAR P.O, ::: APPLICANT
AMBALAMUKKU KARA, KOWDIAR VILLAGE, THIRUVANANTHAPURAM TALUK,
PIN - 695013

BY ADV SHRI.P.CHANDY JOSEPH

RESPONDENT:

- 1 CHAZHIKATTU HOSPITALS PRIVATE LIMITED
IX 139A, RIVER VIEW ROAD, THODUPUZHA, REPRESENTED BY ITS
DIRECTOR, DR. CHAZHIKATT STEPHEN STEPHEN, S/O. C.K. STEPHEN,
PIN - 685584
- 2 DR. CHAZHIKATT STEPHEN STEPHEN
S/O. C.K. STEPHEN, AGED ABOUT 73 YEARS, CHAZHIKATTU HOUSE,
MANAKAD ROAD, NEAR JAI RANI SCHOOL, THODUPUZHA P.O
THODUPUZHA VILLAGE, PIN - 685608
- 3 DR. JOSEPH STEPHEN
AGED 70 YEARS
CHAZHIKATTU HOUSE, MARIYIL KALUNKA BHAGOM, OLAMATTOM KARA,
THODUPUZHA VILLAGE, PIN - 685584
- 4 BABY MEMORIAL HOSPITAL
INDIRA GANDHI ROAD, ARAYIDATHUPALAM, KOZHIKODE, PIN - 673004

BY ADVS.
SRI.ROSHEN.D.ALEXANDER



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SRI.ANIL SEBASTIAN PULICKEL
SRI.THOMAS J.ANAKKALLUNKAL
SMT.TINA ALEX THOMAS
SMT.ANUPA ANNA JOSE KANDOTH
SHRI.HARIMOHAN
SMT.KOCHURANI JAMES
SHRI.JAYARAMAN S.
SMT. DHANYA SUNNY
SMT. ANN MILKA GEORGE
SMT.MERINE TOM
SHRI.SANTHOSH MATHEW (SR.)
SRI.ARUN THOMAS
SMT.VEENA RAVEENDRAN
SMT.KARTHIKA MARIA
SHRI.SHINTO MATHEW ABRAHAM
SMT.LEAH RACHEL NINAN
SHRI.MATHEW NEVIN THOMAS
SHRI.KARTHIK RAJAGOPAL
SHRI.KURIAN ANTONY MATHEW
SMT.APARNNA S.
SHRI.ARUN JOSEPH MATHEW
SHRI.NOEL NINAN NINAN
SHRI.ADEEN NAZAR

THIS ARBITRATION REQUEST HAVING BEEN FINALLY HEARD ON 24.06.2025,
THE COURT ON THE SAME DAY PASSED THE FOLLOWING:



CR

ORDER

Dated this the 24th day of June, 2024

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator for adjudication and determination of all disputes arising out of and in respect of the claim of the Applicant pertaining to the Annexure-1 Agreement.
2. Annexure-1 Agreement titled as "Investment Agreement" dated 27.10.2024 is executed between the Applicant and the respondents 1 to 3. The Agreement was for the purchase of 100% equity shares of the 1st respondent company by the Applicant from the respondents 2 & 3 for a total consideration of Rs.170 Crores. As per the terms of the said Agreement, the Applicant shall pay an amount of Rs.30 Crores as advance consideration. Annexure-1 Agreement would indicate that the Applicant had issued Cheque No.10196422 dated 27.10.2024 drawn on the Federal Bank, Pathadipalam branch in favour of



the 1st respondent and it is specifically stated that the said Cheque shall be honoured on 28.10.2024 and that the advance consideration shall be treated as paid only upon realisation of the cheque amount. Clause 6 of Annexure-1 Agreement provides for termination. It is specifically stated that the Agreement shall automatically terminate if the advance consideration, consideration or any part thereof is not paid to the 1st respondent or the pre-existing shareholders to their satisfaction within the respective timeline specified in the Agreement and that the Agreement shall be terminated immediately or at the option of the 1st respondent in the event of any instrument issued by or on behalf of the investor to the pre-existing shareholders or the 1st respondent is not honoured. The pleadings would reveal that Cheque No.10196422 issued by the applicant was not presented on 28.10.2024. The respondents 1 to 3 entered into another agreement dated 30.10.2024 with the 4th respondent as a business transfer



agreement to sell the hospital belonged to the respondents 1 to 3. The Applicant filed O.S.No.305/2024 before the Munsiff's Court, Thodupuzha, seeking an injunction against alienation. It is submitted by both sides that though a temporary injunction against alienation was granted initially by the Munsiff's Court, the same was vacated later. It is seen that the Applicant filed a Not Press Memo and as per the said Memo, the suit was dismissed as Not Pressed as per the Judgment dated 17.12.2024. It is on record that the Applicant had approached the Commercial Court, Ernakulam by filing M.A.(Arb.) No.281/2024 under Section 9 of the Arbitration and Conciliation Act, 1996, seeking permanent prohibitory injunction to prevent the respondents 1 to 3 from transferring the equity shares of the 1st respondent or its assets to anyone other than the applicant. The Commercial Court, by a common order, dismissed M.A.(Arb.) No. 281/2024 and I.A. No.2/2024 therein for interim injunction, finding that the Applicant failed to prove a prima facie



case for the reliefs sought. The Commercial Court found that the respondents 1 to 3 have been facing a financial crisis, which was critical in nature to their business; that the terms of the Agreement require payment of an advance amount of Rs.30 Crores and it was not honoured due to insufficient funds in the Applicant's account; that advance was a condition precedent for the validity of the Agreement; that the claim of the Applicant to enforce the Agreement lapse a foundational basis; and that without the requisite payment, the Agreement stands terminated according to its own terms undermining the Applicant's position. Thereafter, the Applicant has filed this Arbitration Request seeking the appointment of an Arbitrator in order to resolve the disputes arising out of the Annexure-1 Agreement. Even though the 4th respondent is not a party to the Annexure-1 Agreement, the 4th respondent is impleaded as a party to this Application on the ground that the 4th respondent is an assignee of the respondents 1 to 3.



3. The Application is strongly opposed by the respondents. The respondents 1 to 3 together and the 4th respondent separately have filed Counter Affidavits.
4. The Applicant has filed Reply Affidavits to the Counter Affidavits filed by the respondents.
5. I heard the learned Senior Counsel for the Applicant, Sri. Joseph Kodianthara, instructed by Adv. Sri. Chandy Joseph, the learned counsel for the respondents 1 to 3, Sri. Roshen D. Alexander and the learned Senior Counsel for the 4th respondent, Sri. Santhosh Mathew, instructed by Adv. Sri. Anil Sebastian Pulickal.
6. The learned Senior Counsel for the Applicant contended that Annexure-1 Agreement contains an arbitration clause. There is an arbitrable dispute between the applicant and the respondents. The 4th respondent, though is not a party to Annexure-1 Agreement, the 4th respondent is also bound by Annexure-1 Agreement since the 4th respondent is an assignee



from the respondents 1 to 3. There is a specific clause in Annexure-1 Agreement that the Agreement will bind and benefit the parties and their respective heirs, administrators, executors and assignees. The applicant has issued Annexure-3 Notice to the respondents 1 to 3 expressing her intention to invoke the arbitration clause in Annexure-1 Agreement. Since the 4th respondent is an assignee of the respondents 1 to 3, the Annexure-3 Notice is to be treated as Notice to the 4th respondent also. In support of his contentions, the learned Senior Counsel cited the decisions of the Hon'ble Supreme Court in **In Re: Interplay Between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899 [(2024) 6 SCC 1]** and **Cox and Kings Limited v. Sap India Private Limited & Anr. [(2025) 1 SCC 611]**, (herein after referred to as 'Cox and Kings II'), the decision of the Delhi High Court in **Nirmala Jain and others v. Jasbir Singh and others [MANU/DE/3381/2018]**, the Division Bench decision of



Karnataka High Court in **Devtree Corp. LLP v. Bhumika North Gardenia [MANU/KA/3008/2024]**, the decision of the Calcutta High Court in **Basant Kumar Khemka and Others v. City Shoppe Estates Limited [MANU/WB/1596/2024]**, and the decision of the Bombay High Court in **Shreegopal Barasia v. Creative Homes and Others [2025 SCC OnLine Bom 42]**.

7. On the other hand, the learned counsel for the respondents 1 to 3 contended that the Applicant has no right to seek appointment of an arbitrator invoking the arbitration clause in Annexure-1 Agreement. Going by the terms of the Annexure-1 Agreement, the Agreement shall stand automatically terminated on the refusal to make payment of the advance consideration. Hence, Annexure-1 Agreement does not exist to invoke the arbitration clause therein. The respondents 1 to 3 executed the Annexure-1 Agreement since they were in emergent need of money in order to liquidate their liability to LIC Housing Finance Ltd., as the SARFAESI proceedings were



in an advanced stage. The advance amount of Rs.30 Crores for Annexure-1 Agreement dated 27.10.2024 was insisted on the next day itself only on account of their immediate requirement of the amount. If the Applicant does not pay the amount on the next day, the respondents 1 to 3 had to find another buyer to raise the money. Taking into account this situation, provision for automatic termination of the agreement was incorporated in Annexure-1 Agreement. The Cheque issued by the Applicant was not presented for encashment on the specific instruction from the Applicant that there is a shortage of funds in her account. Though the Applicant approached the Civil Court by filing the suit and obtained an interim injunction, the same was vacated later finding no merits and the Applicant did not press the suit. Though the Applicant attempted to obtain an order from the Commercial Court by way of an interim measure under Section 9 of the Arbitration and Conciliation Act, 1996, the same was dismissed, specifically finding that the Agreement stood



terminated as the Applicant failed to honour the Cheque issued by the Applicant. In view of the specific findings in the common order dated 11.12.2024 passed by the Commercial Court, the Applicant has no right to pray for the appointment of an arbitrator. The learned counsel further contended that the Applicant has approached this Court with unclean hands, misrepresenting that he has paid the advance consideration of Rs.30 Crores to the respondents 1 to 3. Now the attempt of the applicant is to harass the respondents by indulging into frivolous and vexatious litigations without making payment of even a single penny from her pocket to the respondents. The learned counsel cited the decision of the Hyderabad High Court in **Radha Madhavi G. v. Indian Oil Corporation Ltd and Others [2018 KHC 2495]** in support of his contentions.

8. The learned Senior Counsel for the 4th respondent contended that the 4th respondent is neither a necessary nor a proper party in the present Application. The 4th respondent is not a party to



the Annexure-1 Agreement. The assignee included in Annexure-1 Agreement is the only permitted assignee. Since the 4th respondent is not a permitted assignee, he is not a necessary party to the arbitration proceedings and this Application. There is nothing to be adjudicated between the Applicant and the 4th respondent. The nature of the Annexure-1 Agreement executed by the Applicant and the respondents 1 to 3 and the Agreement dated 30.10.2024 are totally different. As per Annexure-1 Agreement the applicant agreed to purchase 100% equity shares of the 1st respondent, whereas, as per the Agreement by the respondents 1 to 3 and the 4th respondent, the respondents 1 to 3 agreed to transfer the business, including assets of the 1st respondent. Since the 4th respondent has not entered into any agreement with respondents 1 to 3 for the purchase of shares of the 1st respondent, the 4th respondent will not become the assignee of the subject matter of the Annexure-1 Agreement. The learned



Senior Counsel further contended that the Applicant has not issued notice to the 4th respondent intimating her intention to invoke the arbitration clause. In the absence of such Notice, as required under S.11(5) and 21 of the Arbitration and Conciliation Act, 1996 (for short 'the Act'), the Arbitration Request against the 4th respondent is not at all maintainable. The learned Senior Counsel cited the decisions of the Hon'ble Supreme Court in **SBI General Insurance Co. Ltd. v. Krish Spinning [(2024) SCC OnLine SC 1754]**, **Arif Azim Company Limited v. Aptech Limited [(2024) 5 SCC 313]**, **Ajay Madhusudan Patel and Ors. v. Jyotrindra S. Patel & Ors. [(2025) 2 SCC 147]** and **Cox and Kings Limited v. Sap India Private Limited & Anr. [(2024) 4 SCC 1]** (herein after referred to as 'Cox and Kings I') and the decision of the Delhi High Court in **Kotak Mahindra Prime Ltd. v. Manav Sethi & Anr. [(2024) SCC OnLine Del 4819]** to support his contentions.

9. I have considered the rival contentions.



10. The following two questions arise for consideration in this Application for the appointment of an Arbitrator.

1. Whether the Annexure-1 Agreement is still in force to invoke the Arbitration clause contained therein?
2. Whether the 4th respondent is a necessary or proper party in this Application and in the Arbitration proceedings arising out of the Annexure-1 Agreement?

Question No.1.

11. In **Interplay (supra)** while considering the doctrine of competence-competence, the Hon'ble Supreme held that it is a well-recognized principle of public international law that a legal authority possessing adjudicatory powers has the right to decide its own jurisdiction that an arbitral tribunal has the power to determine its own jurisdiction; that the ability of an Arbitral Tribunal to determine its own jurisdiction is an important facet of arbitration jurisprudence because it gives effect to the separability presumption; that the separability presumption insulates the arbitration agreement from the defects underlying



the contract and thereby ensures the sustenance of the tribunal's jurisdiction over the substantive rights and obligations of the parties under the underlying contract even after such a contract is put to an end; and that the doctrine of competence-competence allows the tribunal to decide on all substantive issues arising out of the underlying contract, including the existence and validity of the arbitration agreement. In **Shreegopal (Supra)**, the Bombay High Court followed the decision of the Hon'ble Supreme Court in **Interplay (supra)** and held that the Court exercising jurisdiction under Section 11 ought to restrict its scrutiny solely to the existence of an agreement; that the existential questions about whether the agreement that is seen as executed on the face of the record, in fact truly exists, and if it exists, whether it validly exists, would all be a matter of merits for consideration by the Arbitral Tribunal; and that all these are matters of evidence that only the Arbitral Tribunal would need to deal with. The decision of the



Hyderabad High Court in **Radha Madhavi (Supra)** is cited by the learned counsel for respondents 1 to 3 to substantiate the point that when the Agreement is automatically terminated, the Arbitration clause is not available to initiate arbitration proceedings. The said decision is clearly distinguishable from the facts of the present case, as in the said decision, the automatic termination is on account of the expiry of the agreement period. But in the case at hand, the automatic termination happens on the dishonour of the cheque. The Respondents 1 to 3 did not present the cheque for encashment, hence there was no dishonour to attract automatic termination. The contention is that the cheque was not presented consequent to the instruction given by the Applicant and thus the Applicant failed to honour the cheque. But whether the cheque was not presented consequent to the instruction given by the Applicant and whether the Applicant failed to honour the cheque are disputed questions of fact to be adjudicated by the



Arbitrator. It is for the arbitrator to decide whether there was an automatic termination of the Agreement. This Court sitting in the referral jurisdiction under Section 11(6) is not expected to decide those questions while considering an Application for the appointment of an Arbitrator. That apart, it is settled law that the arbitration clause in an Agreement would survive even after termination of the Agreement with respect to matters covered by it and even with respect to the question of termination. The Arbitration Request was refused by the Hyderabad High Court in the aforesaid case on the ground that the agreement ceased to exist long back and parties continued on account of the status quo order granted by the High Court in a writ petition. Such a situation or a similar situation is not available in this case. The claim of the Applicant is not ex facie meritless to deny arbitration.

12. Even though the learned counsel for respondents 1 to 3 contended that there is a specific finding in the Order under



Section 9 of the Act that the Applicant failed to honour the cheque and hence the Agreement is not subsisting and that the contract stands terminated, I am of the view that any finding entered into by the Court dealing with Section 9 Application is not an absolute finding. The said findings are made only for the purpose of considering a prima facie case for granting interim measures sought for under Section 9 of the Act. Hence, the finding in the Order in M.A.(Arb.) No.281/2024 disposing of Section 9 Application is not binding on either this Court exercising jurisdiction under Section 11(6) or the Arbitrator appointed by this Court.

13. The Counsel for the respondents contended that there is a misrepresentation in the Application that she has paid the advance consideration of Rs.30 Crores. On going through the entire pleadings in the Application, I find that the Applicant has stated that the respondents 1 to 3 did not present the cheque for Rs.30 Crores given by her. So it is clear that the payment the



applicant referred to is the payment through cheque, which was not presented for encashment.

14. In the light of the above discussion, I am of the view that the question whether the Annexure-1 Agreement is subsisting or not is a matter to be considered by the Arbitrator and not by this Court acting under the referral jurisdiction under Section 11(6) of the Act. Hence, the Arbitration Request could not be dismissed on this ground.

Question No.2.

15. In **Devtree Corp. LLP (supra)**, the Division Bench of the Karnataka High Court held that a person who is not a party to the arbitration agreement, and being the purchaser of the properties from a person who is a party to the arbitration agreement, is bound by the arbitration clause binding on the vendor. But the person concerned in the said decision was a pendente lite purchaser during the pendency of Section 9



proceedings, and such a situation is not available in the case on hand.

16. In **Basant Kumar Khemka (Supra)**, the Calcutta High Court, following the decision of the Karnataka High Court in **Devtree (supra)**, held that the use of the expression ‘successors’ is sufficiently expansive to include all subsequent successors-in-interest. It is a case where the assignee came before the Court seeking appointment of Arbitrator.
17. In **Nirmala Jain (supra)**, the Delhi High Court held that a non-party to an arbitration agreement is permissible where commonality and composite nature of transactions between the party and the non-party are involved.
18. The contention of learned Senior Counsel for the 4th respondent is that at the referral stage, this Court is to consider whether a non-signatory is a ‘veritable’ party to the Arbitration Agreement or not. Learned Senior Counsel invited my attention to Paragraph No.169 of the decision in **Cox and Kings I (supra)**.



“169. In case of joinder of non-signatory parties to an arbitration agreement, the following two scenarios will prominently emerge: first, where a signatory party to an arbitration agreement seeks joinder of a non-signatory party to the arbitration agreement; and second, where a non-signatory party itself seeks invocation of an arbitration agreement. In both the scenarios, the referral court will be required to prima facie rule on the existence of the arbitration agreement and whether the non-signatory is a veritable party to the arbitration agreement. In view of the complexity of such a determination, the referral court should leave it for the Arbitral Tribunal to decide whether the non-signatory party is indeed a party to the arbitration agreement on the basis of the factual evidence and application of legal doctrine. The Tribunal can delve into the factual, circumstantial, and legal aspects of the matter to decide whether its jurisdiction extends to the non-signatory party. In the process, the Tribunal should comply with the requirements of principles of natural justice such as giving opportunity to the non-signatory to raise objections with regard to the jurisdiction of the Arbitral Tribunal. This interpretation also gives true effect to the doctrine of competence-competence by leaving the issue of determination of true parties to an arbitration agreement to be decided by the Arbitral Tribunal under Section 16.”



19. But in **Cox and Kings I (supra)**, the Hon'ble Supreme Court concluded that at the referral stage, the referral court should leave it for the Arbitral Tribunal to decide whether the non-signatory is bound by the arbitration agreement.
20. In **Cox and Kings II (supra)**, the Hon'ble Supreme Court held that in view of the complexity involved in the determination of the question as to whether the respondent No.2 therein is a party to the arbitration agreement or not, it would be appropriate for the Arbitral Tribunal to take a call on the said question after taking into consideration the evidence adduced before it by the parties and the legal doctrine elaborated in the decision in **Cox and Kings I (supra)**.
21. In **Ajay Madhusudan Patel (supra)**, the Hon'ble Supreme Court considered the limited scope and ambit of the jurisdiction of the Court under Section 11(6) to decide whether a non-party to an Arbitration Agreement is bound by such Agreement or not. The Hon'ble Supreme Court held that the referral court is



required to *prima facie* rule on the existence of the arbitration agreement and whether the non-signatory party is a veritable party to the arbitration agreement and in case of complexity of such a determination, the Arbitral Tribunal is the proper forum since it can decide whether the non-signatory is a party to the arbitration agreement on the basis of factual evidence and application of legal doctrine and that in this process, the non-signatory must also be given an opportunity to raise objections regarding the jurisdiction of the Arbitral Tribunal in accordance with the principles of natural justice.

22. In view the aforesaid legal principles laid down by the Hon'ble Supreme Court, I am of the view that this Court, under referral jurisdiction under Section 11 of the Act, has only very limited jurisdiction to examine whether a non-signatory is a 'veritable' party to the Agreement or not. If such examination is complex in nature and requires deeper enquiry, this Court has to leave it for the Arbitrator to decide.



23. In the case on hand, the 4th respondent is not a party to the Annexure-1 Agreement. The Applicant has sent Annexure-4 Notice to the respondents 1 to 3 alone. Annexure-4 was not sent to the 4th respondent. The Applicant is alleging breach of the Annexure-1 Agreement. Since Annexure-4 Notice was sent only to the respondents 1 to 3, it could be assumed that the Applicant intended to initiate arbitration proceedings only against the respondents 1 to 3. It was not in the contemplation of the Applicant to claim any relief against the 4th respondent when the Annexure-4 Notice was sent. Notice to a party to the Arbitration Agreement could not be treated as notice to a non-party, even if he is an assignee of such party to the Arbitration Agreement. Section 21 of the Act provides that arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred for arbitration is received by the respondent. Hence the Arbitration proceedings have not commenced so far as it relates to the 4th



respondent. Annexure-4 would reveal that the resolution of any dispute between the Applicant and the 4th respondent was not in the contemplation of the Applicant at the time of issuing the Annexure-4 Notice. In **Arif Asim (supra)**, the Hon'ble Supreme Court has held that when an Application under Section 11(6) is made before the Court without exhausting the mechanism prescribed under the said sub-section including that of invoking arbitration by issuance of formal notice to the other party, the Court is not duty-bound to appoint an arbitrator and can reject the Application for being premature and non-compliant with the statutory mandate. Notice, as required under Section 11(5) of the Act, was not served on the 4th respondent. In view of these facts, I am of the view that the 4th respondent is not a veritable party in the Arbitration to adjudicate the disputes between the applicant and the respondents 1 to 3. On the same reasoning, I find that the 4th respondent is not a necessary party in this Application.



24. In view of my answer to Question No.1, I allow this Application and it is ordered as follows.

1. Mr.Justice N.K Balakrishnan, Former Judge of this Court, 'Punartham' Savitha Road, Near Kottankavu Temple, Vennala P.O, Kochi 682 028 Mobile No.9447740122 is nominated as the sole Arbitrator to resolve the disputes that have arisen between the Applicant and the respondents 1 to 3 out of the Annexure-1 Agreement.
2. The learned Arbitrator may entertain all issues between Applicant and the respondents 1 to 3 in connection with the said Annexure-1 Agreement, including questions of jurisdiction and limitation, if any, raised by the parties. All contentions of the Applicant and the respondents 1 to 3 are left open and they are at liberty to raise their claims and counter-claims, if any, before the learned Arbitrator, in accordance with law.
3. The Registry shall communicate a copy of this order to the learned Arbitrator within ten days from today and



obtain a Statement of Disclosure from the learned Arbitrator as stipulated under Section 11(8) read with Section 12(1) of the Act. Upon receipt of the Disclosure Statement, the Registry shall issue to the learned Arbitrator a certified copy of this order with a copy of the Disclosure Statement appended. The Original of the Disclosure Statement shall be retained in the Court.

4. The fees of the learned Arbitrator shall be governed by the Fourth Schedule of the Act.
5. If the learned Arbitrator needs the assistance of an expert, such assistance can be sought from an expert in the course of the arbitration proceedings.

Sd/-

M.A.ABDUL HAKHIM
JUDGE



APPENDIX OF AR 15/2025

PETITIONER ANNEXURES

Annexure 1	TRUE COPY OF THE INVESTMENT AGREEMENT DATED 27.10.2024 ENTERED INTO BETWEEN THE APPLICANT AND THE 1ST TO 3RD RESPONDENTS
Annexure 2	TRUE COPY OF THE CHEQUE NO. 196422 DATED 27.10.2024 DRAWN IN FAVOUR OF THE 1ST RESPONDENT
Annexure 3	TRUE COPY OF THE NOTICE DATED 16.11.2024 SENT BY THE APPLICANT TO THE 1ST RESPONDENT ALONG WITH POSTAL RECEIPTS
Annexure 4	TRUE COPY OF THE NOTICE DATED 27.11.2024 ISSUED BY THE APPLICANT THROUGH THEIR LEGAL COUNSEL ALONG WITH POSTAL RECEIPTS

RESPONDENT ANNEXURES

Annexure R4 (A)	True copy of the letter dated 27.09.2024 issued by the third respondent and the chairman of the fourth respondent to LIC Housing Finance Limited
Annexure R1 (a)	True copy of the common order dtd.11.12.2024 in M.A (Arb) No. 281/2024 on the files of the Commercial Court, Ernakulam
Annexure R1 (b)	A true copy of the judgment dtd. 17.12.2024 in O.S No. 305/2024 on the Munsiff Court, Thodupuzha.