



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.07.2026

CORAM

THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.1942 of 2026

Ashok Kumar,
Proprietor of M/s.Lucky Traders,
No.7/20, AGR Complex,
Subbaraya Naicker Lane,
Sowcarpet, Chennai – 600 079.

... Petitioner

Vs.

The Manager,
M/s. Bajaj Finance Limited,
Raheja Tower, No.177, Alpha Wing,
Beta Wing, Anna Salai,
Chennai – 600 002.

... Respondent

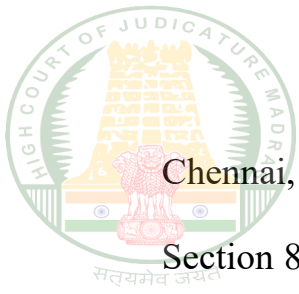
Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the impugned order dated 18.12.2025 made in I.A.No.2 of 2025 in O.S.No.4887 of 2025 and subsequent decree and judgment passed in O.S.No.4887 of 2025 on the file of the VI Assistant City Civil Court, Chennai.

For Petitioner : Mr.P.Anand Rao

For Respondent : No appearance

ORDER

The plaintiff is on revision, challenging the order passed in I.A.No.2 of 2025 in O.S.No.4887 of 2025 on the file of the VI Assistant City Civil Court,



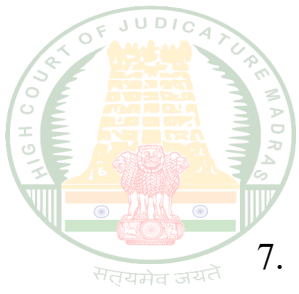
Chennai, in and by which, the trial Court has allowed an application under Section 8 of the Arbitration and Conciliation Act, 1996, which was taken out by the respondent-defendant.

2. Despite service of notice, the respondent company has not chosen to appear either in person or to the counsel.

3. I have heard Mr. P.Anand Rao, learned counsel for the revision petitioner.

5. Mr. P.Anand Rao, the learned counsel for the revision petitioner, taking me through the relief sought for in O.S.No.4887 of 2025, would contend that the revision petitioner-plaintiff had only prayed for a common law remedy and equitable relief of permanent injunction to restrain the defendant from interfering, harassing, humiliating and threatening the plaintiff under the guise of collecting money, without due process of law and therefore, such a prayer is not arbitrable in the first place.

6. Taking me through the order of the trial Court, the learned counsel for the petitioner would contend that the trial Court has erroneously allowed the Section 8 application by merely holding that when an arbitration clause is available, then Civil Court does not have jurisdiction to entertain the suit.



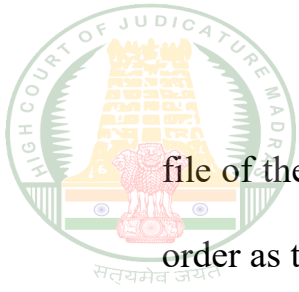
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7. In a case of this nature where the petitioner has only sought for the equitable relief of permanent injunction to restrain the respondent herein from harassing the plaintiff and the relief had nothing to do with the contract between the parties, which no doubt, included an arbitration clause, nothing prevented the petitioner-plaintiff from seeking the relief of permanent injunction by filing a civil suit.

8. The trial Court, without even adverting its attention to the nature of relief sought for, has misdirected itself in holding that once there is an arbitration clause, the jurisdiction of the Civil Court to entertain the suit stands ousted. The said order is clearly ex-facie illegal and has to be necessarily set aside.

9. The apprehension and allegation of the petitioner was only that without invoking due process of law, the respondent was trying to arm twist the petitioner into paying amounts to the respondent. In such circumstances, the suit came to be filed. The relief sought for in the suit was clearly not arbitrable and the question of entertaining the Section 8 application therefore never arose.

10. For all the above reasons, the Civil Revision Petition is allowed and the order dated 18.12.2025 in I.A.No.2 of 2025 in O.S.No.4887 of 2025 on the



file of the VI Assistant City Civil Court, Chennai, is set aside. There shall be no order as to costs.

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01.07.2026

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

To

The VI Assistant City Civil Court, Chennai.



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P.B. BALAJI,J.

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CRP.No.1942 of 2026

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