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OA No. 704 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 31-07-2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

OA No. 704 of 2026

and A.No.1566 of 2026

and Arb.O.P.(COMM.DIV.)No.469 of 2026

OA No. 704 of 2026

M/s.R.P.Raja Rajan Enterprises
No.39, Habibullah Road T.Nagar, Chennai 600 017
rep. by its Managing Partner R.Parthiban

..Applicant(s)

Vs

1. Ms Nefab Indiq Pvt Ltd By its Managing Director Mr Ravindra Shency
Gat 519, 1/4/8, 30 KM Milestone, Near Kalubal Mandir, Pune State Road, NH 4, Village Kelevade, Taluka Bhar, Maharashtra 412 213.
2. Ms Nefab India Pvt Ltd Rep by its Manager
No.55, Thandalam Village Sriperumbudur
Taluk Kancheepuram District

..Respondent(s)

PRAYER:- Original Application filed to grant an order of ad interim injunction restraining the respondents, their men, agents, subordinates or any one claiming through them from removing the raw materials, stocks and equipment from the premises leased out to the respondents viz., Old No.101, New No.55, Tharidalam village measuring 3.70 acres comprised in survey Nos.7412, 7413, 7414, T4ls, T4/7174/9, 7419, T4/10, 74112, 74113, 74114, 87114, 87117, 87118, 87124 within the Sub Registration District of Sriperumbudur, Registration District of Kancheepuram, more fully described in the schedule hereunder, pending disposal of the O.A. and pass such further or other orders as may be deemed fit and proper in the circumstances of



the case.

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For Applicant(s): Mr.J.Pothiraj

For Respondent(s): Mr.V.Raghavachari
Senior counsel
for Mr.M.Gopala Krishnan

A.No.1566 of 2026
and Arb.O.P.(COMM.DIV.)No.469 of 2026

Nefab India Pvt Ltd
Rep.by its General Manager
Mr.Anandraj, Reg.
Office at Gat.No.519 1/4/8, 30 Km Stone,
Near Kalubai Mandir,
Golden Quadrilateral NH4,
Village Kelawade, Taluka-Bhor, District,
Pune, Maharashtra-412213.

... Petitioner(s)
in both Application and
Petition

Vs

R.P.Raja Raajan Enterprises
A Partnership Firm, Rep.by its Managing Partner,
Mr.R.Parthiban, S/o.K.P.Rishikasavan,
S/o.K.P.Rishikasavan, Office at No.39, Habibullah
Road, Thiagaraya Nagar, T.Nagar, Chennai-
600017.

..Respondent(s)
in both Application and
Petition

PRAYER in A.No.1566 of 2026:- The application is filed seeking to vacate the Interim injunction granted in O.A.No.704 of 2026 in favour of the respondent on 22.07.2026 and pass such further and other orders.

**PRAYER in Arb.O.P.(COMM.DIV.)No.469 of 2026:- PRAYER:-** Petition

filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996:-

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i) *To Appoint an independent sole Arbitrator to adjudicate the disputes arising between the petitioner and the respondent pursuant to the arbitration Clause 7(g) in the Lease Agreement dated 30.10.2021;*

ii) *Pass such further or other orders as this Court may deem fit and proper.*

In both Application and Petition:-

For Applicant(s): Mr.J.Pothiraj

For Respondent(s): Mr.V.Raghavachari
Senior counsel
for Mr.M.Gopala Krishnan

COMMON ORDER

By order dated 22.07.2026, this Court had granted an interim injunction restraining the respondents from removing the raw materials, stocks, equipments from the premises of the leased property belonging to the original applicant on the *prima facie* satisfaction that there was a default in payment of rent. The respondent therein had moved an application to vacate the injunction wherein, the learned Senior Counsel appearing for the respondent had disputed the total claim of the rents payable by the respondent/ tenant. But, however, he would submit that the respondent is ready and willing to pay a sum of Rs.2.41



Crores so as to enable the respondent/tenant to remove the materials, stocks and equipments, in view of an order passed under the SARFASE proceedings against the applicant, wherein an order of eviction had been passed against the respondent. He had also indicated that he had taken out a Petition under Section 11 of the Arbitration and Conciliation Act for appointment of an Arbitration. However, the learned counsel appearing for the applicant would submit that it is the rental dues had not been paid and there is no necessity to vacate the injunction without the respondent making good the arrears of rent and the issue could be decided in the arbitration proceedings before the Arbitrator as to the entitlement of the applicant.

2. He would further submit that if the respondent is allowed to remove the materials it would cause serious prejudice to the applicant to recover the dues. However, he also takes notice in the Section 11 petition and would also have no objection for appointment of the Arbitrator.

3. I have considered the submissions made by the learned counsels appearing on either side and perused the materials available on record.

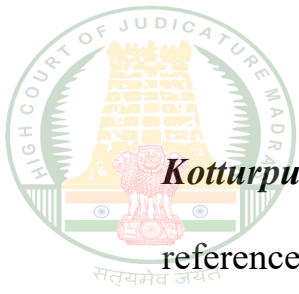
4. The respondent admittedly is a manufacturer of protective packages for export sensitive products and for locating the said production unit, he had taken on lease the property belonging to the applicant. The rental defaults have been



admittedly made but the same is being attributed by the respondent to non-payment of GST dues by the applicant which had been disputed to by the applicant.

5. Be that as it may, in the present Application under Section 9, the Court is only called upon to decide on the protective measures that would be necessary pending the adjudication of the disputes between the parties. In that context, this Court cannot decide the issue in the present Section 9 Application whether the respondent was at fault in not paying the rent or whether the applicant was at fault in not paying the GST which had led to non-payment of rent by the respondent. These factual disputes could only be decided before the Arbitrator. However, considering the undertaking given by the respondent that the respondent would make a payment of Rs.2.41 Crores, this Court is of the view that the respondent could be directed to make payment of Rs.2.50 Crores to the applicant forthwith and on payment of such amount to the applicant, the respondent could be entitled to remove the properties of which injunction has been granted by this Court.

6. Since, the parties have already consented for appointment of the Arbitrator under Section 11 Application, this Court appoints ***Hon'ble Mr.Justice K.Kannan***, Former Judge of this Court (***Phone No:097800 08145***) residing at ***No.16, C10, Jade Green Clover by the River, River view Road***,



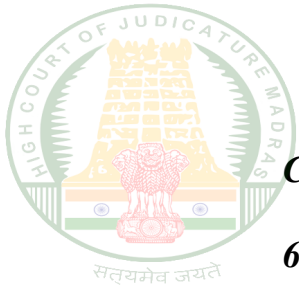
Kotturpuram, Chennai 600 085 as the Sole Arbitrator to enter upon the reference and resolve the disputes between the petitioner and the respondent and he is entitled to fix his fees. This Court further requests the learned Sole Arbitrator to endeavour to decide the dispute as expeditiously as possible.

7. The present Original Application in O.A.No.704 of 2026, A.No.1566 of 2026 are disposed of and Arb.O.P.(COMM.DIV.)No.469 of 2026 is ordered on the following terms:-

a) The respondent is directed to pay the applicant a sum of Rs.2.50 Crores and on such payment of said amount, the respondent is entitled to remove the properties of which injunction has been granted by this Court.

b) Accordingly, injunction granted by this Court dated 22.07.2024 shall stand vacated on the respondent making good the payment of Rs.2.50 Crores to the applicant.

*c) The parties have already consented for appointment of the Arbitrator under Section 11 Application, this Court appoints **Hon'ble Mr.Justice K.Kannan**, former Judge of this Court **(Phone No:097800 08145)** residing at **No.16, C10, Jade Green***



Clover by the River, River view Road, Kotturpuram, Chennai

600 085 as the Sole Arbitrator to enter upon the reference and

resolve the disputes between the petitioner and the respondent. It

is further made clear that the parties at liberty to approach the

learned Arbitrator for further interim reliefs.

31-07-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

GBA

Note: Issue order copy on 03.08.2026



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K.KUMARESH BABU, J.

GBA

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