



IN THE HIGH COURT OF UTTARAKHAND AT NAINITAL

Appeal against Order No. 286 of 2026

M/s Rudrapur Precision Industries

..... Appellant

Vs.

M/s Precitech Enclosure System Pvt. Ltd.
and Another

..... Respondents

Present:

Mr. Vikas Kumar Guglani, Advocate for the appellant.

JUDGMENT

Hon'ble Ravindra Maithani, J. (Oral)

The challenge in this appeal is made to the order dated 30.05.2026, passed in Original Suit No.326 of 2025, M/s Precitech Enclosure Pvt. Ltd. v. M/s Sai Industries and Another ("the suit"), by the court of Civil Judge, Senior Division, Rudrapur, District Udham Singh Nagar. By it, an application filed under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908, by the respondent no.1 has been allowed and the appellant and the respondent no.2 has been restrained from interfering into the possession, etc.

2. Heard learned counsel for the appellant and perused the record.

3. The respondent no.1 took a land in lease belonging to the appellant, i.e. the Industrial Plot No.33, Sector 4, SIDCUL, I.I.E. Pantnagar ("the property") admeasuring 3788 sq. Meters for the purpose of running steel and metal parts manufacturing units, etc., by virtue of the rent agreement dated 15.07.2017. The respondent no.1 installed many industrial machines and started its industrial unit on the property. Some dispute arose between

the appellant and the respondent no.1. In view of an arbitration clause in the rent agreement, the matter was referred to a Sole Arbitrator of which appointment was subsequently quashed by the Hon'ble Delhi High Court. Thereafter, again, the respondent no.1 moved an application under Section 9 of the Arbitration and Conciliation Act, 1996 ("the Act") in Delhi Court, which was dismissed on the ground of territorial jurisdiction, against which an appeal is still pending, in which notices have been issued. In the meantime, the appellant sold the property to the respondent no.2 by the sale deed dated 14.10.2025. The respondent no.1 filed the suit seeking injunction, *inter alia*, on the ground that the appellant and respondent no.2 are intending to dispose of the machines installed by the respondent no.1 in the property. In the suit, an application for temporary injunction was allowed by the impugned order. It is impugned.

4. Learned counsel for the appellant submits that there has been an rent agreement between the appellant and the respondent no.1, which contains arbitration clause; the arbitration proceedings are still pending in Delhi Court; the appellant has filed an application under Section 11 of the Act in the Hon'ble High Court of Uttarakhand for appointment of an Arbitrator, which is still pending; the dispute between the appellant and the respondent no.1 cannot be decided by the civil court, in view of existence of a rent agreement containing arbitration clause.

5. Moreover, learned counsel for the appellant also gives a statement that the appellant admits that the respondent no.1 has installed machineries in the property. He submits that the appellant does not intend to damage, sell or dispose of the machineries that have been installed by the respondent no.1 in the property; in fact, in his application filed under the provisions

of the Act, the appellant has admitted this fact that the machineries that are installed in the property belong to the respondent no.1.

6. Insofar as the respondent no.1 and the plaintiff is concerned, according to the case by the parties, there is an arbitration clause, and the proceedings are pending. Moreover, a statement has already been given by learned counsel for the appellant that the appellant does not intend to interfere into the possession of the respondent no.1 in the property, and they do not intend to sell or in any manner destroy or damage the machines installed by the respondent no.1 in the property.

7. The question in relation to respondent no.2, *qua* respondent no.1, is a separate issue. Admittedly, they have not entered into a rent agreement. Although, learned counsel for the appellant submits that the rent agreement that has been executed between the appellant and the respondent no.1 contains a clause that in case the appellant sells the property to some third person, the respondent no.1 shall enter into an agreement with that person, but it is admitted that till date, the respondent no.1 has not entered into any agreement with the respondent no.2, which means there is no agreement between the respondent no.1 and the respondent no.2. Therefore, there is no question of having any arbitration clause for deciding any dispute that may arise between the respondent no.1 and the respondent no.2. If the respondent no.2 intends to dispossess or enter into the peaceful possession of the respondent no.1 in the property, the jurisdiction of the civil court cannot be said to be ousted.

8. The court below, in the impugned order, has discussed the factum of tenancy between the appellant and the respondent no.1, the factum of agreement, etc. and based on it held that there is a *prima facie* case and recorded a finding on the

balance of convenience and irreparable loss, and accordingly passed the order.

9. Merely because the respondent no.2 had purchased the property, he does not get a right to interfere into the possession of respondent no.1 on the property, which has been leased out to the respondent no.1 by the appellant.

10. Insofar as the respondent no.2 is concerned, the impugned order does not warrant any interference, and in view of the statement that has been given by learned counsel for the appellant, the impugned order does not require any interference, because it has been admitted by learned counsel for the appellant that the appellant does not intend to damage, sell or dispose of the machineries that have been installed by the respondent no.1 in the property.

11. Insofar as the question of maintainability of civil suit *qua* the appellant is concerned, that issue shall remain open, which may be agitated in the suit that is pending between the parties.

12. With these observations, the Court is of the view that there is no reason to make any interference in the impugned order. Accordingly, the appeal deserves to be dismissed at the stage of admission itself.

13. The appeal is dismissed *in limine*.

(Ravindra Maithani, J.)
06.08.2026