

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.04.2017

CORAM

THE HON'BLE MS.INDIRA BANERJEE, CHIEF JUSTICE
and
THE HON'BLE MR. JUSTICE M.SUNDAR

O.S.A.No.87 of 2017
and
C.M.P.No.5933 of 2017

M/s.Vishwa Infrastructure &
Services Pvt. Ltd.,
rep. by its Authorised Signatory Mr.A.Anil Kumar,
Old No.16-B, New No.3, 3rd West Cross Street,
Shenoy Nagar,
Chennai - 600 030. .. Appellant/Claimant

vs

M/s.Chennai Metropolitan Water Supply
and Sewerage Board,
rep. by its Chief Engineer,
NO.1, Pumping Station Road,
Chintadripet,
Chennai-600 002. .. Respondent/Respondent

Appeal filed under Order XXXVI, Rule 9 of Original Side
Rules read with Clause 15 of Letters Patent against the order
dated 09.08.2016 made in O.A.No.621 of 2016 on the file of this
Court.

For Appellant .. Mr.R.Ganesh Kumar

JUDGMENT

(Judgment of the Court was delivered by The Hon'ble Chief
Justice)

This appeal is directed against the order dated 09.08.2016
in O.A.No.621 of 2016 of the learned Single Bench rejecting the
application of the appellant for interim relief under Section 9
of the Arbitration and Conciliation Act, 1996.

2. It is not really necessary for us to go into all the
contentions raised by the appellant before the learned Single
Bench or the findings given by the learned Single Bench with
regard to the same.

3. Suffice it to mention that the main interim relief sought, was of an order of injunction restraining the respondent authority from awarding the contract of providing sewerage facilities to Ambattur Municipality to any third person.

4. The learned Single Bench, in paragraph 12, has very rightly observed as under:-

"12. I must also note that even otherwise, this is not a fit case, in which, I would grant the relief, as prayed for. The reason being the nature of the relief sought by the applicant. The applicant seeks to restrain the respondent from entrusting the subject works to a third party. Admittedly, the respondent is executing the subject works in the larger public interest. The applicant, if, ultimately found to be wronged can always be compensated monetarily."

5. It is well settled that the remedy for wrongful breach of contract lies by way of monetary relief. An injunction of the nature sought for by the appellant would also be against public interest. The learned Single Bench rightly refused to grant the appellant interim orders, as prayed for in the petition.

6. The prayer for interim relief is thus declined. The prayer for interim relief having been declined, nothing really remains to be decided in the appeal. The appeal is thus dismissed with the observation that any observations made by us or any observations made by the learned Single Bench which are only prima facie observations shall not sway future proceedings. No costs. Consequently, C.M.P.No.5933 of 2017 is also dismissed.

Sd/-

Asst.Registrar (CS II)

/true copy/

Sub Asst. Registrar

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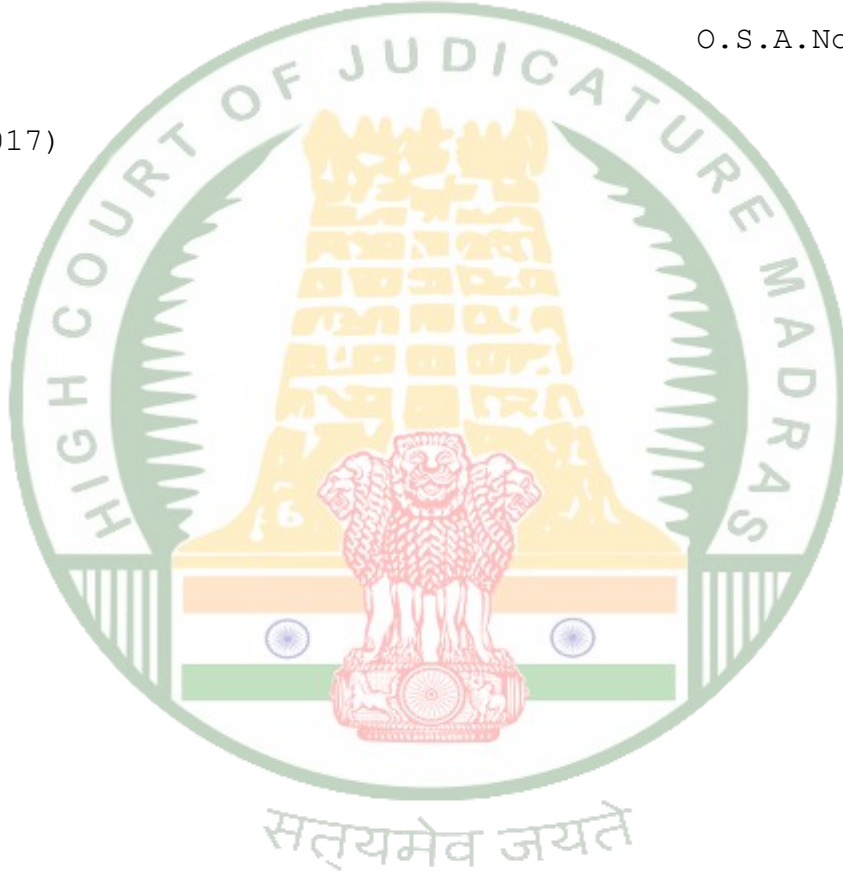
1.The Chief Engineer,
M/s.Chennai Metropolitan Water Supply and sewerage Board,
No.1,Pumping Station Road,
Chintadripet,Chennai-2.

2.The Sub Assistant Registrar,
Original Side, High Court, Madras.

+1cc to Mr.R.Ganesh Kumar,Advocate sr.21460

O.S.A.No.87 of 2017

nm(co)
ss(25/4/2017)



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