

O.A.No.1152 of 2016T.S.SIVAGNANAM,J

This is an application filed by M/s.Om Cargo Services seeking an order of interim injunction restraining the respondent, their men, agents or anybody claiming under them from in any way interfering with the applicant's work under the agreement for parcel handling contract using battery operated vehicles at Chennai Central Railway Station dated 18.4.2016 pending arbitration proceedings.

2. Heard Mr.V.Anand, learned counsel for the applicant, Mr.P.T. Ramkumar, learned Standing Counsel for the respondent and Mr.V.Govardan, learned counsel for the employees of the applicant.

3. The applicant is before this Court since the proceedings initiated against the applicant culminated in an order of termination of contract with effect from 31.12.2016 by order dated 19.12.2016. At this juncture, this Court is not inclined to go into the reasons for termination of the contract. Admittedly, on the date of filing of this application, the contract has already been terminated though to take effect from a subsequent date. Considering the fact that there are serious allegations against the applicant, more particularly the allegation pertaining to collection of money, unauthorized charging for loading/unloading parcels and using unauthorized persons for handling parcels without proper identity cards, this Court cannot grant any interim protection for the applicant at this juncture, more so when the order of termination of contract has worked itself out with effect from 31.12.2016.

4. The learned Standing Counsel for the Railway Administration submits that the applicant has not even furnished the list of employees, whom they propose to engage for implementing the parcel handling contract.

5. The applicant, by letter dated 19.11.2016, invoked the arbitration clause under Clause 63 of the general conditions of the contract.

6. Thus, considering the entire facts and circumstances, the prayer for grant of interim injunction as sought for stands rejected.

7. Therefore, the above application is disposed of with a direction to the General Manager, Southern Railway, to appoint an Arbitrator in terms of the agreement between the parties within a period one week from the date of receipt of a copy of this order. On such Arbitrator being appointed and the notice thereof being received by the applicant, the applicant is directed to file a claim statement within a period of two weeks from the date, on which, the notice is received from the Arbitrator. The respondent is granted one week time to file a reply to the said claim statement with liberty to raise counter claim. On receipt of such reply/ counter claim, the applicant is granted one week time to file a rejoinder. On completion of the pleadings, the Arbitrator shall commence the arbitration proceedings and endeavour to complete the same within a period of three weeks from the date, on which, the pleadings are complete.

8. The learned counsel representing the so called employees engaged by the applicant submits that all of them have been given identity cards and

on account of termination of contract, their rights are seriously prejudiced.

9. As long as the termination of contract is in force, no independent right accrues to the workmen, who were alleged to have been engaged by the applicant. However, it is open to the workmen to proceed with the claim against the applicant and the applicant is entitled to place all the materials before the Arbitrator to establish their claim. It is open to the applicant to move an appropriate interim application before the Arbitrator, if so advised.

02.1.2017

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