

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 16TH DAY OF FEBRUARY 2021

THE HON'BLE MS. JUSTICE P.T.ASHA

O.A. No.672 of 2020

KALAISELVI CATERING SERVICE

Rep.by its Proprietor M.Kalaiselvi,
No.66, Thiruvallur Street, Sathya Sai Nagar,
Anna Nagar,
Chennai - 600 040.

..Applicant

-Vs-

THE DIRECTOR,
NATESAN INSTITUTE OF CO-OPERATIVE MANAGEMENT,
No.2377-A, Shanthi Colony Road,
Anna Nagar,
Chennai - 600 040.

..Respondent

Original Application praying that this Hon'ble Court be pleased to pass an order of ad - interim injunction restraining the respondent their men, agents or anybody from interfering with the peaceful possession and enjoyment of the property in connection with the petitioners catering services namely "Kalaiselvi Catering Service" No.2377-A, Anna Nagar, Shanti Colony, Anna Nagar, Chennai - 600 040, pending disposal of the main application.

This Original Application coming on this day before this court for hearing the court made the following order:

The above application is filed for an injunction restraining the respondent, their men, agents or anybody from interfering with the peaceful possession and enjoyment of the property in question with the petitioner's catering services namely 'Kalaiselvi Catering Service'.

2. The case of the petitioner is that he had entered into a contract with the respondent on 30.10.2019 for providing catering services to the staff of the respondent Co-operative Trade Institute. The contract had expired on 09.10.2020 but however the same had not been extended and therefore , an application had been filed for injunction since, according to the applicant he had invested huge men and money for running the above unit.

3. The respondent, on entering appearance, would submit that the applicant had rendered sub-standard service. The quality of food was bad and they had received several complaints. The applicant, despite the agreement coming to an end, had refused to vacate the premises and handover its key, by reason of which, the respondent has not been able to engage another person to cater to the needs of the trainees.

4. Pending the proceedings the respondents had also taken possession of the property.

5. Both counsels had made their submission. As stated in the respective pleadings, this application has been initiated on the basis of the Arbitration Clause found in the agreement for catering services.

6. The Clause 10 would read as follows:

" 10. If any dispute arises as regard to the business dealings between the parties, such dispute shall be referred to Arbitration. The Deputy Director of the First Party shall be the sole Arbitrator and his decision shall be binding on both the parties."

7. A reading of this Clause would indicate that the extension of lease deed is not an arbitral dispute particularly when the agreement had come to an end on 09.10.2020 itself. Therefore, along with termination of the agreement, the arbitral clause had also come to an end. However, the applicant cannot compel the respondent to extend their lease, particularly, when according the respondent, the service of the applicant was sub

standard and the food supplied was of a very poor quality. Therefore, this Court finds that the applicant has not made out any case for grant of any interim orders. The application is dismissed. No costs.

Sd/.P.T.A.J.
16.02.2021

//Certified to be a true copy//
Dated this the th day of 2021.

Su.16.03.2021

COURT OFFICER(O.S.)

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.



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