



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 26TH DAY OF APRIL 2022

THE HON'BLE MR. JUSTICE M.SUNDAR

O.A.No.219 of 2022
and
Arb.Appln.No.89 of 2022

In the matter of the Arbitration and
Conciliation Act, 1996

And

In the matter of the Dealership
Agreement Dated 21.12.2018
between the WATERBASE
LIMITED and M/s. RISING TIDE

M/s. THE WATERBASE LIMITED
Represented by its Authorized Signatory,
Mr.Suresh Kumar,
having it registered office at
Ananthapuram Village,
Thotapalli, Gudur Mandai,
Nellore District - 524344

Corporate Office:
Thapar House,
No: 37, Montieth Road,
Egmore, Chennai - 600 008.

...Applicant in both applications

versus

1. M/s. RISING TIDE,
Represented by it's Partner,
Mr. Rohan Daniel Mukherjee,
Having Office at,



8/1 H Diamond Harbour Road,
Kolkata 700 027.

...Respondent No.1 in both applications

2. Mr. Rohan Daniel Mukherjee,
(Partner, M/s. Rising Tide)
8/1 H Diamond Harbour Road,
Kolkata 700 027

...Respondent No.2 in both applications

3. Mr. Arnab Victor Mukherjee
(Partner, M/s. Rising Tide)
8/1 H Diamond Harbour Road,
Kolkata 700 027

...Respondent No.3 in both applications

4. ICICI Bank,
Represented by its Branch Manager,
Hall & Anderson Bldg.
31, Chowranghee Road,
Kolkata - 700 016 (West Bengal)

...Garnishee/Respondent No.4 in both applications

5. Federal Bank
No.18, Rabindra Sarani,
Terita Bazar, Poddar Court,
Tiretti,
Kolkata - 700 001 (West Bengal)

...Garnishee/Respondent No.5 in both applications

O.A.No.219 of 2022:

Original Application praying that this Hon'ble Court be pleased to grant an injunction restraining the Respondents, their men, directors, employees, agents, servants, representatives or any person(s) acting on their behalf from making any withdrawals from the saving bank accounts and the fixed



deposits morefully described in the Schedule to the Judges Summons hereto pending conclusion of the arbitration proceedings between the Petitioner and Respondent No.1.

Arb.Appln.No.89 of 2022:

Arbitration Application praying that this Hon'ble Court be pleased to direct the Respondent No. 4 and 5 to deposit the sums contained in the savings bank account of Respondent No.3 and Respondent No.1 morefully described in the Schedule to the Judges Summons hereto to the credit of the present application.

These applications coming on this day before this court for hearing in the presence of Mr. Anirudh Krishnan, Advocate for the applicant in both applications and upon reading the judge's summons and the common affidavit and affidavit of R.Sureshkumar filed in both applications and this Court having observed that when the applicant gained knowledge about the savings bank accounts and six fixed deposits and proceedings before AT when the applicant gained knowledge with specificity and if the applicant chooses to go before AT with the same prayer, it is well open to the applicant to elaborate on this in its effort to convince the AT. It can also place supporting material (if any) before AT and this order will not impede



such a course, **it is ordered as follows:-**

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That these applications in O.A.No.219 of 2022 and Arb.Appln.No.89 of 2022, be and are hereby dismissed.

2) That the applicant herein, shall be at liberty to move the Arbitral Tribunal inter alia in the aforesaid manner with the same/similar prayer.

3) That if such a course is adopted by the applicant, Hon'ble Arbitral Tribunal shall consider the same on its own merits and in accordance with law at its discretion notwithstanding this being a judicial order.

4) That this window is being provided as the applicant has approached this Court before going to the Arbitral Tribunal.

5) That there shall be no order as to costs.

WITNESS THE HON'BLE MR. JUSTICE MUNISHWAR NATH BHANDARI, CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE 26TH DAY OF APRIL 2022.

Sd./-

ASSISTANT REGISTRAR (COMM. CASES)

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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12.05.2022

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O.A.No.219 of 2022
and
Arb.Appln.No.89 of 2022

ORDER

DATED : 26.04.2022

THE HON'BLE MR. JUSTICE
M.SUNDAR

FOR APPROVAL: 13.05.2022

APPROVED ON : 13.05.2022



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 26.04.2022

CORAM

THE HONOURABLE Mr.JUSTICE **M.SUNDAR**

O.A.No.219 of 2022
and
Arb.Appln.No.89 of 2022

M/s.THE WATERBASE LIMITED
Represented by its Authorized Signatory,
Mr.Suresh Kumar,
having it registered office at
Ananthapuram Village,
Thotapalli, Gudur Mandai,
Nellore District 524344

Corporate Office:
Thapar House,
No.37, Montieth Road,
Egmore, Chennai 600 008.

... Applicant in both applications

VS.

1. M/s.RISING TIDE,
Represented by it's Partner,
Mr.Rohan Daniel Mukherjee,
Having Office at,
8/1 H Diamond Harbour Road,
Kolkata 700 027.

2. Mr.Rohan Daniel Mukherjee,
(Partner, M/s.Rising Tide)



8/1 H Diamond Harbour Road,
Kolkata 700 027

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3. Mr. Arnab Victor Mukherjee
(Partner, M/s. Rising Tide)
8/1 H Diamond Harbour Road,
Kolkata 700 027

...Respondents 1 to 3 in both applications

4. ICICI Bank,
Represented by its Branch Manager,
Hall & Anderson Bldg.
31, Chowranghee Road,
Kolkata 700 016 (West Bengal)

...Garnishee/Respondent No.4 in both applications

5. Federal Bank
No.18, Rabindra Sarani,
Terita Bazar, Poddar Court,
Tiretti,
Kolkata 700 001 (West Bengal)

...Garnishee/Respondent No.5 in both applications

Prayer in O.A.No.219 of 2022:

Arbitration Original Petition filed under Order XIV Rule 8 of the Madras High Court Original Side Rules, 1956 read with Section 9(1)(ii)(b) and 9(3) of the Arbitration and Conciliation Act, 1996 praying to grant an injunction restraining the respondents, their men, directors, employees, agents, servants, representatives or any person(s) acting on their behalf from making any withdrawals from the saving bank accounts and the fixed deposits morefully described in the Schedule to the Judges Summons hereto pending conclusion of the arbitration proceedings between the petitioner and respondent No.1.



Prayer in Arb.Appln.No.89 of 2022:

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Arbitration Original Petition filed under Order XIV Rule 8 of the Madras High Court Original Side Rules, 1956 read with Section 9(1)(ii)(b) and 9(3) of the Arbitration and Conciliation Act, 1996 praying to direct the respondent Nos.4 and 5 to deposit the sums contained in the savings bank account of respondent Nos.3 and 1 morefully described in the schedule to the judges summons hereto to the credit of the present application?

For Applicant in both applications : Mr.Anirudh
Krishnan.

COMMON ORDER

This common order will govern the captioned two applications.

2. Captioned two applications have been filed in this Court on 31.03.2022 under Section 9(1)(ii)(b) and 9(3) of 'The Arbitration and Conciliation Act, 1996 (Act No.26 of 1996)' [hereinafter 'A and C Act' for the sake of convenience and clarity].

3. Owing to the limited scope of the captioned applications, short facts shorn of elaboration will suffice. In other words, factual matrix in a nutshell containing facts that are imperative for appreciating this order will



suffice. Short facts are that there is a 'Dealership Agreement dated 21.12.2018' [hereinafter 'primary contract' for the sake of convenience and clarity] between the applicant-company and the first respondent; that this Court is informed that first respondent is a partnership firm; that respondents 2 and 3 are partners in the first respondent-Firm; that respondents 4 and 5 Banks are formal parties being banks in which the first and third respondents have savings bank accounts; that the third respondent has fixed deposits also in the 4th respondent-Bank; that the primary contract is for supply of shrimp feed; that the primary contract is coupled with Term sheet and Corporate guarantee which go with the Dealership Agreement dated 21.12.2018; that when the primary contract was operated, arbitrable disputes erupted between the parties; that owing to arbitrable disputes, a former Hon'ble Judge of this Court came to be appointed as 'sole Arbitrator' [hereinafter 'AT' for the sake of convenience and clarity as this Hon'ble Judge constitutes Arbitral Tribunal]; that such appointment was made by a Section 11 Court vide order dated 16.04.2021 in O.P.No.441 of 2020; that sittings of AT are under way; that the applicant has filed a claim statement *inter alia* claiming a sum of a little over 5.14 Crores towards what according to applicant is outstanding qua supply of shrimp feed; that the respondents 1 to 3 took out an application under Section 16 of A and C Act which came to be negated by AT on 30.12.2021; that thereafter respondents 1 to 3 have



taken out an application under Section 13(2) read with Section 12(3) of A and C Act which is a challenge qua AT; that this challenge qua AT has been heard out and orders have been reserved on 15.04.2022; that the applicant on coming to know about the assets of respondents 1 and 3 in the form of balance in savings bank accounts and about six fixed deposits of third respondent in the 4th respondent-Bank have moved the captioned applications; that O.A.No.219 of 2022 is with a prayer for interim injunction restraining the respondents from making any withdrawals from the savings bank accounts and six fixed deposits; that Arb.Appln.No.89 of 2022 is with a prayer to direct the two Banks (respondents 4 and 5 which are formal parties) to deposit balance in the savings bank accounts of the respondents 1 and 3 to the credit of the captioned Arb.Appln.No.89 of 2022.

4. The aforementioned prayers have been slotted under Section 9(1)(ii)(b) of A and C Act but what is of utmost significance is they are under sub-section (3) of Section 9 of A and C Act, as the AT has held multiple sittings and has even made an order in Section 16 application besides being in seizin of a petition under Section 13(2) read with Section 12(3) of A and C Act. Therefore, the question as to whether this Section 9 Court shall entertain the captioned applications post constitution of AT assumes significance. To be noted, sub-section (3) of Section 9 reads as



'9. Interim measures etc., by Court- (1)

(i)

(ii)

(a)

(b)

(c)

(d)

(e)

(2).....

(3) Once the arbitral tribunal has been constituted, the Court shall not entertain an application under sub-section (1), unless the Court finds that circumstances exist which may not render the remedy provided under Section 17 efficacious.'

5. Before proceeding further, it is necessary to note the following:

(a) Sub-section (3) of Section 9 of A and C Act is in two parts i.e., has two limbs. The first limb is a bar qua entertaining an application under sub-section (1) of Section 9 of A and C Act. The second limb carves out an exception if remedy before AT under Section 17 is inefficacious;

(b) Sub-section (3) of Section 9 of A and C Act will operate in the realm of entertaining an application under



pending application under Section 9 of A and C Act. It is not necessary to dilate into this aspect of the matter in this order, as there is no dispute that the captioned applications have been filed post constitution of AT and therefore this is a case of entertaining an application under Section 9 of A and C Act post constitution of AT;

(c) AT has almost the same powers as that of a Section 9 Court post 23.10.2015. In other words, Section 17 confers the same powers of AT as that of powers of a Section 9 Court under sub-section (1) of Section 9 of A and C Act, the exceptions to this being hinged on distinction between Courts and private Tribunals. This obtaining position leaves us with the question of whether the remedy sought for is not efficacious. This Court chooses to refer to this expression 'not efficacious' as 'inefficacious' in this order for the sake of convenience and clarity;

(d) Now this Court is using the expression 'inefficacious' to describe 'not efficacious'. It is necessary to point out that it would have been more appropriate to place the



word 'not' occurring in sub-section (3) before efficacious than before entertain. This means that sub-section (3) {which has already been extracted and reproduced supra elsewhere in this order} should be read and understood as follows:

*'(3) Once the arbitral tribunal has been constituted, the Court shall entertain an application under sub-section (1), unless the Court finds that circumstances exist which may not render the remedy provided under Section 17 **not** efficacious.'*

To be noted sub-section (3) already extracted and reproduced supra elsewhere in this order is set out infra again for ease of reference. It reads as follows:

(3) Once the arbitral tribunal has been constituted, the Court shall not entertain an application under sub-section (1), unless the Court finds that circumstances exist which may not render the remedy provided under Section 17 efficacious.'

6. Mr. Anirudh Krishnan, learned counsel for applicant in the captioned applications notwithstanding very many averments and grounds in the support affidavit made pointed three-fold submissions and they are as follows:



(a) AT cannot make an *ex-parte* award (order before

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(b) Rule of procedure laid down by AT in the case on hand makes it clear that while filing any document/letter, the parties should ensure that the other side/party is served with a copy of the same. This has been made by the AT as part of its procedural order dated 12.06.2021 and the same reads as follows:

'It is also made clear, that the parties, while filing any document/letter before the Arbitral Tribunal should ensure that the other side/party is served with a copy of the same.'

(c) When an application under Section 13(2) read with Section 12(3) has been heard out and orders have been reserved, it may not be appropriate for AT to entertain a Section 17 application;

7. This Court has carefully considered the aforementioned submissions, arguments made in support of the same including case laws

pressed into service and this Court is of the considered view that prayers in

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the captioned applications cannot be acceded to. The reasons i.e.,



dispositive reasoning together with the discussions (which also captures the submissions) are as follows:

(a) With regard to the first point that AT cannot make an *ex-parte* order i.e., an order before putting respondents on notice, an order made by a Hon'ble single Judge of Bombay High Court in ***Godrej Properties Ltd. Vs. Goldbricks Infrastructure Pvt. Ltd.***, was pressed into service. To be noted, MANU/MH/3222/2021 (Manupatra) was placed before this Court. Attention of this Court was drawn to paragraph No.10 of this ***Godrej Properties*** case law, which reads as follows:

'10. On a reading of these provisions it can be gathered that the Act postulates that in conduct of the arbitral proceedings the fundamental requirement would be that the parties are not only treated with equality but each party 'shall be' given a full opportunity to present his case. This would be more imperative when the parties are already before the arbitral tribunal. Sub-section (2) of Section 19 recognizes the role of the parties when it provides that the parties are free to agree on the procedure to be followed by the tribunal in conducting its proceedings, which places an arbitral tribunal in a different position from that of a Court, when it



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confers such choice on the parties. The crucial provision however, is of Section 24. Sub-section (2) of Section 24 inter alia mandates that the parties 'shall be' given sufficient advance notice of 'any hearing'. The provisions of Section 18, 19 and 24 would be required to be read in conjunction, as there is a common thread passing through these provisions in relation to the conduct of the arbitral proceedings, which is to the effect that the parties need to be fairly treated at all stages of the arbitral proceedings, and an adequate/sufficient opportunity is made available to them to present their case on any proceedings before the arbitral tribunal, which would also include before any order ad-interim, interim or final is to be passed by the arbitral tribunal. In my opinion such provisions certainly make it incumbent upon the arbitral tribunal to give sufficient notice of any hearing to the parties before it. If this is what is plainly reflected from the said provisions of the Act, it would be unknown to law and quite peculiar for an arbitral tribunal to pass an ex-parte ad-interim order, on the mere filing of a Section 17 application, without hearing even the party making the application, much less the contesting respondent, who would certainly be affected and/or prejudiced by an ex-parte order. It may be that the arbitral tribunal is of a firm opinion in the facts of a given case, that some urgent orders are required to be passed to



protect the arbitral interest of the parties, however, fairness of the procedure and more particularly as reflected by the provisions, as discussed above, would not permit an arbitral tribunal to pass an ex parte order on a section 17 application and moreso when the parties are sufficiently before the arbitral tribunal.'

(b) This Court with all respects at its command finds itself in disagreement with this view. The reason is, Sections 24 and 17 of A and C Act operate in different realms. Section 24 of A and C Act operates in the realm of Rule of procedure whereas Section 17 is Substantive Law. ***Godrej Properties*** case law has been rendered by a Hon'ble single Judge of Bombay High Court. Therefore it is not a Coordinate Bench. It is not a binding precedent qua this Court and therefore it will suffice if this Court writes that it does not concur with a view taken in ***Godrej Properties*** case law and leave it at that. This is more so as it is submitted that there is no other similar case law of this Court or for that matter of any other Courts on this aspect of the matter. In other words, this proposition is being examined by this Court for the first time;



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(c) This takes this Court to the second point which is Rule of procedure made by AT in procedural order dated 12.06.2021 which has been extracted and reproduced supra. The procedural order neither has inviolable rigour nor is it non-negotiable. It is a procedure with regard to routine matters. If an extraordinary situation arises, nothing prevents the AT from exercising its powers in granting an *ex-parte* order (an order before putting respondents on notice), if the AT is satisfied that the situation and arguments projected before it warrants such an order. This view of this Court is buttressed and fortified by the obtaining position that the language in which Section 17 is couched, demonstrates that there is no bar in such a course being adopted by AT. To be noted, this is also another reason as to why this Court with the greatest of respect is unable to concur with the view taken by Hon'ble single Judge of the Bombay High Court in ***Godrej Properties*** case law;

(d) There is another way of looking at this facet of the case on hand. The procedural order talks only about



'document/letter' and therefore, it will certainly not apply to an application much less an application under Section 17 of A and C Act;

(e) This takes this Court to the point argued on a petition under Section 13(2) read with Section 12(3) being a challenge qua AT having been heard and orders having been reserved by the AT on 15.04.2022. This is really a call which the Hon'ble AT should take as there is no bar under the Statute in this regard and it is a matter of 'AT autonomy' if this Court can use the expression as an alliteration qua 'party autonomy' which is the sublime philosophy underlying arbitration as an ADR mechanism. In the case on hand, the applicant has not gone before AT and has directly come before this Court. This downs the curtain on this point;

(f) The sequitur to the earlier point is, it is well open to the applicant to go before the AT with same set of prayers and if such a course is adopted, it is for the Hon'ble AT to take a call on the same on the merits of the matter in accordance



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(g) The common thread that connects the aforementioned three points is according to learned counsel for applicant the remedy that has been sought for is inefficacious. This Court finds that the term 'efficacious' occurring in sub-section (3) of Section 9 of A and C Act has not been defined in the Statute. Therefore, this Court falls back on Black's Law Dictionary and P.Ramanatha Aiyar's The Law Lexicon. These two read as follows:

'Black's Law Dictionary :

efficacy. *The power to make an intended result occur; the capacity to produce effects. – efficacious, adj.- efficaciousness, n.*

Legal efficacy. *The quality of having significance or force under law to produce certain effects.*

P.Ramanatha Aiyar The Law Lexicon –

Efficacious. *Efficacious means is able to produce the intended result. Abdul Samad v. Executive Committee of Marigendon Makkuma Parishad, AIR 1981 Gauhati 15, 17. [Constitution of India, Article 226, Assam Panchayat Raj Act (11 of 1973) S.138(1) and (2)]*

Efficacious. *That produces or is certain to produce the intended effect [S.41(h), Specific Relief Act].'*



(h) A careful perusal of aforementioned Dictionary

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and Lexicon which are considered as *locus classicus* makes it clear that 'the quality of having significance of efforts under law to produce certain effect and the ability to produce the intended result' is in sum and substance 'meaning' and 'connotation' of the term 'efficacious'. This Court respectfully follows the same and considers that this would be reasonably appropriate meaning that can be given to the term 'efficacious' occurring in Section 17 of A and C Act. This takes this Court to another lead judgement of Hon'ble Supreme Court being ***Amazon.Com NV Investment Holdings LLC Vs. Future Retail Limited and Others*** reported in **2022 (1) SCC 209**. Paragraph No.37 is of relevance and the same reads as follows:

'37. In essence, what is provided by the SIAC Rules and the other institutional rules, is reflected in Sections 9(2) and 9(3) so far as interim orders passed by Courts are concerned. The introduction of Sections 9(2) and 9(3) would show that the objective was to avoid Courts being flooded with Section 9 petitions when an Arbitral Tribunal is constituted for two goods reasons - (i) that the clogged Court system ought to be decongested, and



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(ii) that an Arbitral Tribunal, once constituted, would be able to grant interim relief in a timely and efficacious manner.'

(i) The above will make it clear that entertaining applications in the nature of the captioned applications merely because the applicant wants an *ex-parte* order without/before notice to the respondents would tantamount to opening the gates nay flood gates and flooding this Court with Section 9 applications. In this regard, 246th Report of Law Commission on Arbitration is relevant as this is the basis for amendment to Section 17 of A and C Act. The relevant portion of 246th Report of Law commission reads as follows:

'(iii) Add sub-section "(3) Once the Arbitral Tribunal has been constituted, the Court shall, ordinarily, not entertain an Application under this provision unless circumstances exist owing to which the remedy under Section 17 is not efficacious."

[NOTE: This amendment seeks to reduce the role of the Court in relation to grant of interim measures once the Arbitral Tribunal has been constituted. After all, once the Tribunal is seized of the matter it is most appropriate for the Tribunal to hear all interim applications. This also appears to be the

spirit of the UNCITRAL Model Law as amended in 2006. Accordingly, Section 17 has been amended to provide the Arbitral Tribunal the same powers as a Court would have under Section 9J'

(j) Reverting to the 'meaning' and 'connotation' of 'efficacious' for which this Court has placed reliance on Black's Law Dictionary and P.Ramanatha Aiyar's The Law Lexicon, it is deemed appropriate to notice that Hon'ble Supreme Court has relied on the dictionary meaning of efficacious in the oft-quoted ***Novartis AG Vs. Union of India and others*** reported in (2013) 6 SCC 1, relevant paragraph is paragraph No.157 and the same reads as follows:

'157. What is "efficacy"? "Efficacy" means "the ability to produce a desired or intended result". Hence, the test of efficacy in the context of Section 3(d) would be different, depending upon the result the product under consideration is desired or intended to produce. In other words, the test of efficacy would depend upon the function, utility or the purpose of the product under consideration. Therefore, in the case of a medicine that claims to cure a disease, the test of efficacy can only be "therapeutic efficacy". The question then arises, what would be the parameter of therapeutic efficacy and what are the advantages and



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benefits that may be taken into account for determining the enhancement of therapeutic efficacy? With regard to the genesis of Section 3(d), and more particularly the circumstances in which Section 3(d) was amended to make it even more constrictive than before, we have no doubt that the "therapeutic efficacy" of a medicine must be judged strictly and narrowly. Our inference that the test of enhanced efficacy in case of chemical substances, especially medicine, should receive a narrow and strict interpretation is based not only on external factors but there is sufficient internal evidence that leads to the same view. It may be noted that the text added to Section 3(d) by the 2005 amendment lays down the condition of "enhancement of the known efficacy". Further, the explanation requires the derivative to "differ significantly in properties with regard to efficacy". What is evident, therefore, is that not all advantageous or beneficial properties are relevant, but only such properties that directly relate to efficacy, which in case of medicine, as seen above, is its therapeutic efficacy.'

(k) This Court deems it appropriate to extract

and reproduce paragraph Nos.62 and 64 of *Arcelor*

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Mittal Nippon Steel India Limited Vs. Essar Bulk



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Terminal Limited reported in ***(2022) 1 SCC 712***, as it is of relevance and the same read as follows:

'62. Sub-section (3) of Section 9 has two limbs. The first limb prohibits an application under sub-section (1) from being entertained once an Arbitral Tribunal has been constituted. The second limb carves out an exception to that prohibition, if the Court finds that circumstances exist, which may not render the remedy provided under Section 17 efficacious.

63.

64. With the law as it stands today, the Arbitral Tribunal has the same power to grant interim relief as the Court and the remedy under Section 17 is as efficacious as the remedy under Section 9(1). There is, therefore, no reason why the Court should continue to take up applications for interim relief, once the Arbitral Tribunal is constituted and is in seisin of the dispute between the parties, unless there is some impediment in approaching the Arbitral Tribunal, or the interim relief sought cannot expeditiously be obtained from the Arbitral Tribunal.'



(l) On the question of when the applicant gained

knowledge about the savings bank accounts and six fixed deposits, learned counsel drew the attention of this Court to paragraph No.23 of the support affidavit which reads as follows:

'23. In the light of the above position and consideration that the respondents have failed to accurately and honestly furnish their list of assets, the applicant carried out is due diligence using third party sources. Such investigation has revealed that respondent No.1 and respondent No.3 have fixed deposits and savings bank accounts in the Respondent No.4 and Respondent No.5 banks to the tune of approximately Rs.1,04,94,54/-/. The details of these fixed deposits and the savings account have been set out in the Schedule. The existence of these savings bank accounts and the fixed deposits are directly contrary to the position taken by the respondents all along.'

(m) The aforementioned paragraph 23 does not set out the date or the point of time qua proceedings before AT when the applicant gained knowledge with specificity. If the applicant chooses to go before AT with the same prayer, it is



convince the AT. It can also place supporting material (if any)

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8. In the light of the narrative discussions and dispositive reasoning thus far, captioned applications are dismissed albeit preserving the rights of the applicant to move the Arbitral Tribunal *inter alia* in the aforesaid manner with the same/similar prayer. If such a course is adopted by the applicant, Hon'ble AT shall consider the same on its own merits and in accordance with law at its discretion notwithstanding this being a judicial order. This window is being provided as the applicant has approached this Court before going to the AT. There shall be no order as to costs.

Sd/-M.S.J.
26.04.2022

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Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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