



C.R.P.Nos.3171 and 3172 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.12.2022

CORAM

THE HON'BLE MR. JUSTICE G.K.ILANTHIRAIYAN

C.R.P.Nos.3171 and 3172 of 2017
and C.M.P.Nos.14845 and 14846 of 2017

M/s Xpress Printing Solutions Ltd.,
represented by its Director P.B.Prasad,
No.6, Shanmugham Street,
Royapettah,
Chennai-600 014.

.. Petitioner in both C.R.Ps

Vs.

1. M/s Kyocera Document Solutions India Pvt. Ltd.,
(previously known as Kyocera Mita I Pvt. Ltd.,)
Having Registered Office at:
Plot No.100, 1st Floor, Okhla Industrial Estate,
Phase 3, New Delhi-110 020.

2. K.K.Complex,
33, Velachery Road,
Little Mount, Saidapet,
Chennai-600 015.

.. Respondents in both C.R.Ps

Common Prayer :- Civil Revision Petitions filed under Article 227 of the Constitution of India to set aside the Common Fair and Decreetal orders dated 19.04.2017 passed in I.A.No.50 of 2015 in O.S.No.6692 of 2013 and in I.A.No.51 of 2015 in O.S.No.6692 of 2013 on the file of the XIX Additional City Civil Court, Chennai, by allowing the CRP.



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C.R.P.Nos.3171 and 3172 of 2017

In both C.R.Ps

For Petitioner : Mr.S.L.Sundarsanam

For Respondents : M/s C.Franco louis

COMMON ORDER

These Civil Revision Petitions have been filed as against the Common Fair and Decreetal order dated 19.04.2017 passed in I.A.Nos.50 and 51 of 2015 in O.S.No.6692 of 2013, on the file of the XIX Additional City Civil Court, Chennai.

2. The Trial Court dismissed the applications filed by the petitioner seeking to refer the suit for arbitration and also for production of original agreement, dated 01.04.2008 entered between the parties.

3. Heard both sides.

4. The respondents filed a suit for recovery of money to the tune of Rs.18,22,409/- with interest at the rate of 24% per annum on the strength of the bills of exchange and other documents. The defendant had taken a specific stand that they had entered into an agreement, dated 01.04.2008



C.R.P.Nos.3171 and 3172 of 2017

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and as per the said agreement, any dispute relating to the said agreement/transaction would have to be referred to Arbitrator for resolving the dispute. In view of the existence of the Arbitration clause in the Agreement between the parties, the suit is not maintainable and seeks for reference before the Arbitrator.

5. Though, the petitioner had taken a specific stand that there was an agreement between the parties, dated 01.04.2008 with regard to their business transactions, the petitioner failed to produce the original agreement, dated 01.04.2008.

6. Section 8(2) of Arbitration and Conciliation Act is very clear that the application referred to in sub-section (1) shall not be entertained unless it is accompanied by the original arbitration agreement or a duly certified copy thereof. That apart, the petitioner also filed an application to produce the original agreement dated 01.04.2008.

7. A perusal of the counter filed by the first respondent herein



C.R.P.Nos.3171 and 3172 of 2017

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revealed that the suit was filed based on invoices and not on the agreement between the parties. Further, the expiry of the period of agreement, maintaining the agreement was not required or called for and as such on the date of filing the suit, there was no agreement between them.

8. Therefore, the Court below rightly dismissed the applications filed by the petitioner and this Court finds no infirmity or illegality in the order passed by the Court below. However, the Trial Court is directed to complete the Trial, within a period of six months from the date of receipt of a copy of this order.

9. Accordingly, these Civil Revision Petitions are dismissed. Consequently, connected miscellaneous petitions are closed. No costs.

09.12.2022

Speaking/Non-speaking order

Index : Yes/No

Internet : Yes/No

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C.R.P.Nos.3171 and 3172 of 2017

G.K.ILANTHIRAIYAN,J.

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To

The XIX Additional City Civil Court, Chennai.

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and C.M.P.Nos.14845 and 14846 of 2017

09.12.2022