



W.A.No.2350 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06.08.2024

CORAM :

THE HON'BLE MR.D.KRISHNAKUMAR, ACTING CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE P.B.BALAJI

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Viskan Logistics Services Private Limited,
rep. by its Authorised Signatory
Viswan Subra Manimaran,
No.2, 3rd and 4th Floor, 1st Main Road,
Muneshwara Block, Mahalakshmi Layout,
Bangalore-560 086.

.. Appellant

Vs

1.The General Manager,
Southern Railway,
Chennai-600 003.

2.The Senior Divisional Commercial Manager,
Southern Railway,
Salem-636 005.

3.The Senior Divisional Finance Manager,
Southern Railway, Divisional Office,
Commercial Branch,
Salem-636 005.

.. Respondents



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Prayer: Appeal under Clause 15 of the Letters Patent against the order dated 10.6.2024 passed by the learned Single Judge in W.P.No.20983 of 2021.

For the Appellant : Mr.M.Santhanaraman

For the Respondents : Mr.V.Chandrasekaran
Senior Panel Counsel

JUDGMENT

(Delivered by the Hon'ble Acting Chief Justice)

Heard Mr.M.Santhanaraman, learned counsel for the appellant and Mr.V.Chandrasekaran, learned Senior Panel Counsel for the respondents.

2. Challenging the order of the learned Single Judge dated 10.6.2024 passed in W.P.No.20983 of 2024, the unsuccessful writ petitioner has filed the present writ appeal.

3. Learned Senior Panel Counsel appearing for the respondents submitted that there is a clause in the agreement,



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namely Clause 31.1 qua demand for arbitration and, in view of the specific clause for arbitration, the writ petition under Article 226 of the Constitution of India is not maintainable.

4. Learned counsel for the appellant admits the existence of the arbitration clause in the agreement.

5. Any dispute arising out of the agreement in question has to be resolved by appointing an Arbitrator. Since both the parties admit the existence of arbitration clause, the course open to the appellant is to seek the appointment of an Arbitrator and the appellant is at liberty to raise all its contentions before the Arbitrator.

6. With the aforesaid liberty to the appellant, the writ appeal stands disposed of. There shall be no order as to costs. Consequently, C.M.P.No.16541 of 2024 is closed.

7. At this juncture, on the basis of the request made by



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learned counsel for the appellant, we make it clear that the respondents shall not invoke the bank guarantee for a period of four weeks from today.

(D.K.K., ACJ.) (P.B.B, J.)
06.08.2024

Index : Yes/No
NC : Yes/No
bbr

To

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