



WEB COPY

OA NO. 618 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-12-2024

CORAM

THE HONOURABLE MR JUSTICE P.B. BALAJI

OA NO. 618 of 2024

Suzlon Global Services Limited

Suzlon, 5, Shrimali Society, Near Shri Krishna Complex,

Navrangpura, Ahmedabad, Gujarat.

Applicant(s)

Vs

Industrial Mineral Co and another

Partnership Firm Having principal place of business at No.2,

Harrington Road, 5th Floor, K.R.M.Centre, Chetpet, Chennai 600

031.Suzlon, 5, Shrimali Society, Near Shri Krishna Complex,

Navrangpura, Ahmedabad, Gujarat and another

Respondent(s)

For Applicant(s): Mr.S.Kaushik Ramaswamy

For Respondent(s): Mr.J.Titus Enock

ORDER



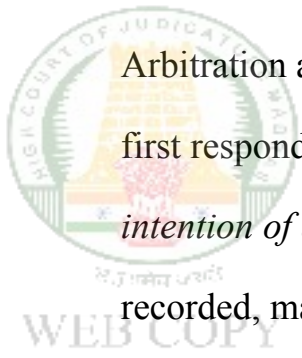
This Application has been filed to pass an order of interim injunction restraining respondent, its officials, employees, representatives and/or anyone claiming through or under it from dealing with and disposing the Wing Turbine Generator equipment morefully detailed in Schedule herein and creating any third party right(s) thereof, pending disposal of the arbitration proceedings.

2. Heard learned counsel for the Applicant and learned counsel for the respondents.

3. The learned counsel for the Applicant would take me through the contracts viz., Operation and Management Services and Maintenance (With Parts and Consumables) Agreement both dated 26.03.2014. It is an admitted case that the said agreements were extended periodically, the last agreement was valid upto as late as 24.03.2024.

Therefore, the said agreements have come to an end by efflux of time. Be that as it may, the learned counsel for the Applicant submits that services were provided to the respondents under the two agreements. According to the Applicant by E.mail dated 04.05.2023 and 25.09.2023, the respondents have admitted liability of the claims made by the Applicant. However, it is the contention of the respondents that the employees of the Applicant at the time of servicing the equipment had taken away the major parts and lodged a Police Complaint.

4. The learned counsel for the respondents disputed the arguments of the learned counsel for the Applicant on the ground that the police complaint was closed by Police Authorities. In any event, this is a matter which shall be decided by the Arbitrator. The respondents have accepted the agreements and the amounts paid. It is also brought to my notice that the Applicant has also taken out an Application, under Section 11 of the



Arbitration and Conciliation Act, 1996. It is seen from the counter affidavit filed

first respondent that at paragraph No.8 stated as follows: “*The respondents have no intention of alienating the WTG in favour of anybody*”. The said undertaking is

recorded, making it clear that the respondents will be at liberty to engage third parties for the purposes of servicing the equipment and also for securing the equipment by appointing Security and necessary agreements in that regard alone would be permissible. However, there shall be no other alienation or encumbrance, till the disposal of the arbitration proceedings.

5. Recording the above, this Application is closed.

19-12-2024

To

1. Industrial Mineral Co and another
Partnership Firm Having principal place of business at No.2, Harrington
Road, 5th Floor, K.R.M.Centre, Chetpet, Chennai 600 031.Suzlon, 5,
Shrimali Society, Near Shri Krishna Complex, Navrangpura,
Ahmedabad, Gujarat

2. S Chandresan

No. 2, Harrington Road, 5th Floor, K.R.M. Centre, Chetpet, Chennai