



O.A.No.31 of 2025

ABDUL QUDDHOSE.J.,

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Both the counsels have made a joint endorsement in this application as follows:

a) The respondent has stopped using the Trade Mark "GREEN TRENDS" of the applicant pursuant to the receipt of the interim injunction order dated 10.01.2025 in this application. However, the respondent reserves its rights to seek for appropriate reliefs before the arbitral Tribunal once the same is constituted. The respondent states that they have suffered loss on account of termination of the franchisee agreement dated 21.12.2021 by the applicant;

b) The applicant claims that as per the terms and conditions of the franchisee agreement dated 21.12.2021, certain sums of money are due and payable by the respondent to the applicant, for which, the applicant will make claim before the arbitral Tribunal once the same is constituted by this Court. Apart from the contractual claim, the applicant also states that damages are also payable by the respondent. The same is disputed by the learned counsel for the respondent as according to him, it is only the applicant who has to pay monies to the respondent on account of the alleged



illegal termination of the contract.

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3. In view of the joint endorsement made by both the counsels, the interim injunction granted by this Court in this application on 10.01.2025 is made absolute without prejudice to the rights and contentions of the respondent to raise all contentions before the arbitrator to be appointed by this Court. The undertaking given by the respondent that they have stopped using the Trade Mark of the applicant "GREEN TRENDS" on receipt of the interim injunction order is also recorded by this Court.

4. Both the parties are granted liberty to seek for an interim protection pending disposal of the arbitration by filing appropriate applications before the arbitral Tribunal to be constituted by this Court. Since a joint endorsement has been made by both the counsels, on instructions from their respective clients, that they are agreeable for appointment of an arbitrator by this Court, this Court necessarily has to appoint an arbitrator.

5. Both the counsels, on instructions from their respective parties, would submit that the parties have agreed for appointment of Hon'ble Mr. Justice V. Bharathidasan, Former Judge of Madras High Court as the Sole Arbitrator to adjudicate the dispute between the parties, arising out of the Franchisee Agreement dated 21.12.2021.



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6. Accordingly, this application is disposed of by issuing the following directions:

a) Hon'ble Mr. Justice V. Bharathidasan, former Judge, Madras High Court having address at No.22, (L-45), 2nd Main Road, Kamaraj Nagar, Thiruvanmiyur, Chennai - 600 041 (Mobile No.94443 83139) is appointed as the sole Arbitrator to adjudicate the dispute between the parties arising out of the franchisee agreement dated 21.12.2021;

(b) The Arbitrator shall be paid his remuneration / fees in accordance with the 4th schedule of the Arbitration and Conciliation Act, 1996 or as per the mutual consent of both the parties;

(c) Both the parties shall equally share the arbitrator's fees;

(d) The Arbitrator shall conduct the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall complete the arbitration within the specified time as prescribed under the said Act.

27.02.2025

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