



Arb.Appln.Nos.325, 360 to 363 of 2025
and
O.A.Nos.158 and 160 of 2025

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Arb.Appln.No.325 of 2025:

TFL Quinn India Private Limited

... Applicant

Vs.

M/s.Sairam Industries

... Respondent

ABDUL QUDDHOSE.J.,

This order has to be read in conjunction with the earlier order dated 05.03.2025. Certain factual mistakes have crept in this Court's order dated 05.03.2025, which was recorded as a consent order. Therefore, the order dated 05.03.2025 is substituted by the following order:

Both the counsels on instructions have agreed for passing of the following order:

By consent of both the counsels, on instructions from their respective clients, the following directions are issued by this Court:

"(a) The applicant in Arb. Application No. 325 of 2025 (TFL Quinn India Private Limited herein after referred to as TFL) has agreed to give a bank guarantee for the value of the claim made by the respondent (M/s



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Sairam Industries hereinafter referred to as Sairam), less payment for three months under the contract, leaving a balance claim of Rs. 13,96,77,260/-.

(b) TFL shall pay to Sairam a sum of Rs. 63,36,580/- per month for two months in March 2025 and April 2025.

(c) In respect of the balance claim, amounting to Rs.13,96,77,260/-, the TFL shall furnish a Bank guarantee favouring Sairam, within a period of 10 days from the date of receipt of a web copy of the order and the said Bank guarantee shall be kept alive till the disposal of the arbitral proceedings.

(d) On furnishing the Bank guarantee by TFL as stated supra, Sairam shall give consent for TFL for removing all the materials from the premises of Sairam.

(e) Both the counsels, on instructions, agree for appointment of a sole arbitrator, though the contract stipulates that the arbitration shall be by a panel of three arbitrators.

(f) Sairam has also given an undertaking that for a period of six weeks, they



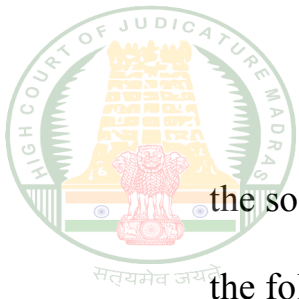
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shall not alienate or encumber the properties which are the subject matter of contract between the parties to enable both the parties to approach the Arbitral Tribunal to seek for appropriate interim protection under Section 17 of the Arbitration and Conciliation Act."

2. A joint endorsement has also been made by both the counsels, on instructions, that they are agreeable for the appointment of Hon'ble Mr. Justice Sanjib Banerjee, Former Chief Justice of Madras High Court as the sole arbitrator to adjudicate the dispute between the parties arising out of the following contracts:

- a) Toll manufacturing agreement dated 10.05.2016;
- b) Warehouse management service agreement dated 10.05.2016; and
- c) Leave and License agreement dated 20.07.2016 in r/o. agreement dated 15.04.2021.

3. Since consent has been given by the parties to the dispute for the appointment of Hon'ble Mr. Justice Sanjib Banerjee, Former Chief Justice of Madras High Court as the sole arbitrator, this Court appoints Hon'ble Mr. Justice Sanjib Banerjee, Former Chief Justice of Madras High Court as

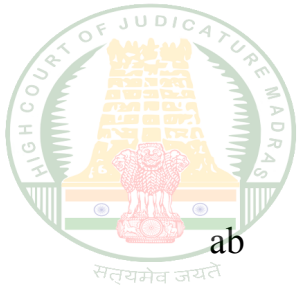


the sole arbitrator to adjudicate the dispute between the parties arising out of the following contracts:

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- a) Toll manufacturing agreement dated 10.05.2016;
 - b) Warehouse management service agreement dated 10.05.2016; and
 - c) Leave and License agreement dated 20.07.2016 in r/o. agreement dated 15.04.2021;
- (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.

4. In terms of the above directions, these applications are disposed of. The order passed in these applications are passed without any prejudice to the rights and contentions of the parties in the arbitration.



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06.03.2025



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