



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.08.2025

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THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

O.A. Nos.479 & 480 of 2025

Veranda Race Learning Solutions Private Ltd. .. Applicant in both cases

VS

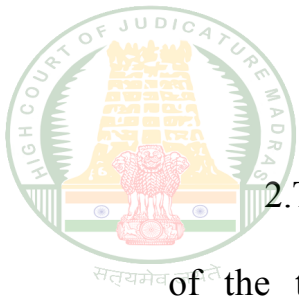
Tessy Louis and another .. Respondents in both cases

COMMON ORDER

These applications have been filed under Section 9 of the Arbitration and Conciliation Act seeking for the following reliefs:

a)To grant an order of interim injunction to restrain the respondents from providing any similar services, which are the subject matters of the Delivery Partnership Agreement dated 02.03.2022 entered into between the applicant and the respondents;

b)To grant an order of interim injunction to restrain the respondents from utilising, deriving any benefits from the study materials, brochures, student testimonials, success stories and any other technical know-hows of the applicant company in providing any similar services, which are the subject matters of the Delivery Partnership Agreement dated 02.03.2022.



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2.The case of the applicant is that the first respondent has committed breach of the terms and conditions of the Delivery Partnership Agreement dated 02.03.2022, which has already been terminated by the applicant by divulging the confidential information to the second respondent, who is now using the applicant's course materials for the second respondent's business activities. The applicant claims that they have suffered loss on account of the breach of contract committed by the first respondent and therefore, they propose to initiate arbitration in accordance with the arbitration clause against the respondents and sue them for damages. Pending arbitration, these applications have been filed by the applicant, as stated supra, which according to the applicant will protect their interest.

3.The respondents have categorically denied the contentions of the applicant as seen from their counters filed before this Court. The first respondent has stated as follows:

a)Since the applicant's claim is a damage claim, these applications are not maintainable and if at all the applicant's claim can be decided only by the Arbitrator and not by this Court in these applications filed under Section 9 of the Arbitration and Conciliation Act, 1996;



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b)The law is now well settled that the applicant cannot seek for interim protection, once the contract has been terminated by the applicant;

c)The applicant has not produced any evidence before this Court to show that the second respondent is utilising the contents (materials) developed by the applicant, which are the subject matter of the Delivery Partnership Agreement dated 02.03.2022, which has already been terminated by the applicant.

4.The second respondent has also denied the contentions of the applicant as seen from their counter filed before this Court. They plead ignorance of the contractual relationship between the applicant and the first respondent. Therefore, they seek for dismissal of these applications.

5.Admittedly, the applicant is seeking only a monetary claim against the respondents and they have already terminated the contract of the first respondent. The said fact is also not disputed by the applicant as per their own pleadings filed in support of these applications. Once a party terminates the contract, the normal remedy available to the said party is to seek damages. Even though certain materials have been placed on record by the applicant for the purpose of establishing that the course materials prepared by the applicant is being copied by the second respondent, which was supplied by the first respondent, this Court, on



a prima facie consideration, is unable to conclusively establish that the course materials were infact supplied by the applicant at this stage.

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6.It is also an un-disputed fact that the major portion of the applicant's claim is a damage claim. Since the major portion of the applicant's claim being a damage claim and since the applicant has already terminated the contract of the first respondent, necessarily, this Court, while deciding these applications under Section 9 of the Arbitration and Conciliation Act, 1996, cannot grant any interim protection, pending arbitration in favour of the applicant. If at all the applicant is still requiring interim protection, pending arbitration, they will have to approach the Arbitral Tribunal by letting in both the oral and documentary evidence to substantiate their arbitral claim.

7.It is for the Arbitrator to adjudicate the main arbitral claim, on merits and in accordance with law, after giving sufficient opportunity to the respondents to rebut the contentions of the applicant. The objections raised by the respondents require further evidence to be produced by the applicant and any adjudication can be made only by the Arbitrator by applying the Kompetenz-Kompetenz principle and not by this Court through these applications filed under Section 9 of the Arbitration and Conciliation Act.



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8.Learned counsel for the applicant, after this Court has expressed its aforesaid prima facie view, seeks liberty for the applicant to approach the Arbitral Tribunal in case the need arises for the applicant to seek further interim protection, pending arbitration.

9.No prejudice would be caused to any of the parties if such a liberty is granted. Since at this stage no interim relief can be granted as prayed for in these applications, these applications are disposed of by granting liberty to the applicant if the need arises in the near future to seek for interim protection, pending arbitration before the Arbitral Tribunal, once the same is constituted in accordance with law.

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ABDUL QUDDHOSE,J.

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