



Arbitration Application No.845 of 2025
and Original Application No.649 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 16.09.2025

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THE HONOURABLE MR. JUSTICE N.ANAND VENKATESH

Arbitration Application No.845 of 2025
and Original Application No.649 of 2025

True Network Alliance Infra Private Limited,
Rep. by its Managing Director Mr.K.Ayyappan,
No.572, 5th Floor, Kaveri Complex,
96, NH Road, Chennai - 600 034. Applicant in both applications
Vs.

1. Tejas Arts
Rep. by its Partner Mr.Sundaravelu and Bhuvaneshwari,
No.12, 6th Main, WOC Road, Shivanahalli,
Near Nandana Hotel, Rajaji Nagar,
Bangalore, Karnataka - 560 010.
2. Mr.Sundaravelu S,
Partner of Tejas Arts,
No.1382, 1st Floor, 4th main, 3rd cross,
Near Ganesha Temple, Prakash Nagar,
Bangalore North, Sriampuram,
Bangalore, Karnataka - 560 021.
3. Mrs.Bhuvaneshwari,
Partner of Tejas Arts,
No.1382, 1st Floor, 4th main, 3rd cross,
Near Ganesha Temple, Prakash Nagar,
Bangalore North, Sriampuram,
Bangalore, Karnataka - 560 021. ... Respondents in both applications

Prayer in Arbitration Application No.845 of 2025:



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To pass an order appointing an Advocate Commissioner to immediately visit the premises at SF No.194/3, Kollacheri Village, Kundrathur, Kanchipuram District, Tamil Nadu along with local police protection if necessary, to take complete inventory of all machinery, equipment and accessories presently available at the said premises, verify the same against the items specified in Tax Invoice No.TA/25-26/0046 dated 08.05.2025, identify any items that may have been removed or are missing, and submit a detailed report to this Court.

Prayer in Original Application No.649 of 2025:

To pass an order of interim injunction restraining the respondents, their agents, servants, representatives and anyone acting on their behalf from removing, disposing of, transferring, creating third party rights over, or dealing with the ready Mix Concrete Plant and all machinery, equipment and accessories as specifically detailed in Tax Invoice No.TA/25-26/0046 dated 08.05.2025, including but not limited to Cement Silo(3 sets), Blower (1 No.), Weighment Bridge (100T), DG set, Office Containers, Office Building & Driver room, DG Cummins (160KVA), Weigh Bridge (100 MT), Container (40 Ft - 2 Nos), Qu Equipments, EB documents, Pollution Documents, Rental Agreement, EB card, Deposit Slips, and Property Tax Copy, all situated at SF No.194/3, Kollacheri village, Kundrathur, Kanchipuram District, Tamil Nadu, in any manner detrimental to the applicant's right under the memorandum of understanding dated 29.03.2025, pending final adjudication of disputes between the parties through arbitration.

For Applicant

: Ms.S.P.Arthi



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[in both Applications]
For Respondents
[in both Applications]

: Mr.Naveen Srinivasan

COMMON ORDER

These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [for brevity, hereinafter referred to as 'the Act'] for an order of interim injunction restraining the respondents their servants/agents/representative etc., from in any manner removing, disposing of, transferring or creating any third party rights over schedule of assets pending final adjudication of disputes between the parties through arbitration..

2. The applicant has also sought for appointment of an Advocate Commissioner to visit the premises and to take inventory of all the schedule of assets available in the premises and submit a report before this Court.

3. When these applications came up for hearing on 27.06.2025, this Court passed an interim order in O.A.No.649 of 2025 in the following terms:



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"This petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking for an order of interim injunction to restrain the respondents from removing, disposing of, transferring or creating third party rights over or dealing with the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons.

2. The applicant had entered into a Memorandum of Understanding, dated 29.03.2025 with the 1st respondent under which, the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons were agreed to be bought from the respondents by paying a total consideration of Rs.90,00,000/- on or before 31.03.2025. However, according to the applicant, subsequently, the said Memorandum of Understanding was revised and the total consideration payable by the applicant to the respondent was revised to Rs.1,32,16,000/-. The applicant has also placed on record before this Court, the invoice raised by the 1st respondent, dated 08.05.2025 in favour of the applicant for the purchase of the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons. The applicant has stated in the affidavit filed in support of this application that the applicant was always ready and willing to pay the balance sale consideration and purchase the Plant and machineries



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/ equipments / accessories morefully described in the schedule to the Judges Summons from the respondents. According to the applicant, they have already paid a sum of Rs.75,40,000/- to the respondents towards part sale consideration, out of the total sale consideration of Rs.1,32,16,000/-. The applicant claims that no time limit has been fixed for payment of the balance sale consideration by the respondents.

3. Subsequent to the revision of the Memorandum of Understanding, dated 29.03.2025, the applicant claims that it had recently noticed that the respondents are attempting to dismantle the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons and they are attempting to alienate the same to third parties. The applicant claims, if that is allowed to happen, they will be put to irreparable loss and hardship. Photographs have also been filed along with this application to support the applicant's contention that the respondents are dismantling the plant and removing the same from the premises. The ledger statement sent by the respondents to the applicant has also been filed along with this application to establish the case of the applicant that a sum of Rs.75,40,000/- has already been paid by the applicant to the respondents towards part sale consideration for the purchase of the Plant and machineries / equipments / accessories morefully described in the



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schedule to the Judges Summons.

4. *There exists an arbitration clause in the Memorandum of Understanding, dated 29.03.2025. The applicant has expressed its willingness to go for arbitration in accordance with the arbitration clause.*

5. *This Court after giving due consideration to the contents of the affidavit filed in support of this application as well as the documents filed along with this application is of the considered view that a prima facie case has been made out by the applicant for the grant of interim injunction as prayed for and they have also established balance of convenience and irreparable hardship. Accordingly, there shall be an order of interim injunction as prayed for in O.A No.649 of 2025.*

6. *The applicant shall initiate arbitration in accordance with the arbitration agreement contained in the contract within a period of 90 days from the date of receipt of a copy of this order. In case, the applicant fails to initiate arbitration within the stipulated time, the interim injunction order granted by this Court today shall stand automatically vacated.*

7. *Notice to the respondents, returnable by 21.07.2025. Private notice is also permitted.*

8. *Post the matter on **21.07.2025.**"*

4. Insofar as application No.845 of 2025, this Court was pleased to order notice to the respondents. After the service of notice to



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the respondents, an attempt was made to amicably settle the disputes between the parties.

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5. When the matter was taken up for hearing today, the learned counsel appearing on either side submitted that the mediation attempts failed.

6. In the light of the above development, this Court heard the applications on merits and carefully considered the submissions made on either side and the materials available on record.

7. In the light of the interim order passed on 27.06.2025, which continues till date, it will be more appropriate to refer the matter to a sole arbitrator so that the parties can agitate the disputes before the Arbitrator. Both sides consent for appointment of an Arbitrator by this Court, hence the said exercise is done in these applications filed under Section 9 of the Act. This is more so, since the trigger notice under Section 21 of the Act has been issued by the applicant on 27.06.2025 and it is also relevant to take note of the fact that an arbitration clause is available in the memorandum of understanding dated 29.03.2025.



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8. In the light of the above discussion, this Court is inclined to appoint a sole Arbitrator. Accordingly, Mr. P.V. Balasubramanian, Senior Advocate with address for service at Office No.47/2, Rams Surabhi, Apartments, 1st Main Road, R.A. Puram, Chennai - 600 028, Mobile No.9841023434, (e-mail pvbalaw@gmail.com) is appointed as sole Arbitrator and the Arbitrator is requested to enter upon reference qua the memorandum of understanding dated 29.03.2025 adjudicate the arbitral dispute that were arising between the parties by holding the sittings in any venue in Chennai to the convenience of all concerned and render an award. Fees of the sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

9. The interim order already granted by this Court on 27.06.2025 shall continue. If either of the parties wants to move any application before the sole Arbitrator, it is left open to them to file an application under Section 17 of the Act and seek for appropriate remedy. The same will be considered on its own merits and in accordance with



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10. These applications are disposed of in the above terms.

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N.ANAND VENKATESH, J.

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