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O.A.No.682 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.10.2025

CORAM:

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

O.A.No.682 of 2025

and

A.No.4599 of 2025

Seaways Supply Chain Pvt. Ltd.,
"Seaways Pride", Plot No.731,
Road No – 36, Jubilee Hills
Hyderabad TG 500033,
Rep.by its Manager
Mr.A.Balaji

Also at :

nd

2 Floor, Plot No.1-5, Rahmat Manzil,
Armenian Street, Chennai – 600 001.

... Applicant

vs.

Genworks Health Pvt.Ltd.,
Represented by its Authorised Signatory,
Mr.Peter NA Highmoore,

th

Gamma Block, 5 Floor, Sigma Tech Park,
Whitefield Main Road, Varthurhobli,
Bangalore – 560 066,

Also at :

No.53, North Boag Road, T.Nagar,
Chennai – 600 017.

...Respondents

Prayer: Original Application filed under Order XIV Rule 8 of Original Side

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Rules r/w Section 9(1)(ii) (d) and (e) of the Arbitration and Conciliation Act, 1996, to pass an order of interim injunction restraining the respondent, its men/agents/servants/any persons claiming through or under the respondent; from in any manner removing or dealing with and/or alienating the goods (finished and unfinished / raw materials/products) belonging to the respondents and stored in the warehouse at Phase-II, School Road, Kattrambakkam Village, Sri Perumbudur Taluk, Kancheepuram District - 602 117 comprised in Survey Nos.479/1, 479/2, 479/3, 479/4, 480/1, 480/2 pending the conclusion of the Arbitral proceedings.

For Applicant : Mr.Pawanjhabakh
For Respondent : Ms.Srishti Pandey
M/s.Chennai Law Associates

ORDER

This application has been filed under Section 9 of The Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) [hereinafter "A and C Act" for the sake of brevity] seeking for an interim injunction restraining the respondents from in any manner removing or dealing with or alienating the goods (finished / unfinished raw materials / products) belonging to the respondent stored in the warehouse at the subject property, pending conclusion of the arbitratral proceedings.

2. The applicant is a supply chain and third party logistics provider.



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The respondent is engaged in the supply chain of the products and also deals with import of medical equipments, reagents, consumables and pharma products. The respondent had approached the applicant for 3-Party Logistics Services. The logistics agreement dated 23.06.2022 was entered into between the parties. The warehouse in the subject property belongs to one Noble Logistics Limited. The applicant had taken the said premises on lease from the said Noble Logistics Limited by executing a lease deed dated 27.06.2022. The respondent insisted that the applicant must provide certain infrastructures and amenities and as a result, the applicant had made investments and provided the infrastructures.

3. There was a dispute between the applicant and the land owner and the respondent took this opportunity to avoid payment to the applicant. At one point of time, the land owner blocked the access and entry for the applicant to the warehouse. Hence, the applicant approached this Court and filed O.A.No.232 of 2024. The respondent also approached this Court and filed O.A.Nos.449 and 450 of 2024 to restrain the applicant from hindering access to the respondent in the subject property.

4. The applications filed in O.A.Nos.232, 449 and 450 of 2024 were



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ultimately, disposed of by this Court by an order dated 23.10.2024 and

relevant portions are extracted hereunder:

"That the sub-lessee shall deposit the monthly rental on or before 5th of every succeeding month to the credit of O.A.No.232 of 2024.

2) That a sum of Rs.12,00,000/- (Rupees Twelve Lakhs Only) shall be retained in the said deposit and the lessee shall be entitled to withdraw the balance amount.

3) That the lessor and lessee be and are hereby restrained from disconnecting or disrupting the facilities that were provided to the sub-lessee.

4) That subject to the condition as mentioned in clauses (1) to (3) supra, (a) the interim injunction granted in pursuance of the order dated 21.03.2024 made in O.A.No.232 of 2024 restraining the respondent therein its men / agents / servants / any persons claiming through or under the respondent; from in any manner interfering with the peaceful possession and occupation of the schedule mentioned property of 57125 sq.ft and (b) the interim injunction granted in pursuance of order dated 09.07.2024 made in O.A.Nos.449 and 450 of 2024 restraining the respondent therein, from either from disturbing the peaceful possession and enjoyment of the applicant sub-lessee with respect to the property morefully set out in the schedule thereunder, which is a Warehouse - Godown other than by adopting the due process of law, be and is hereby made absolute.

5) That the respective parties herein, be and are hereby directed to initiate appropriate action for appointment for an Arbitrator to resolve their disputes within a period of eight (8) weeks from this date of order.

6) That in default of aforesaid direction as mentioned in clause (5) supra, the interim order passed shall stand recalled.

7) That the lessor shall be at liberty to take out appropriate application to seek withdrawal of the amount as and when before the Arbitral Tribunal.

8) That the Arb.Appln.No.451 of 2024 be and is hereby dismissed become infructuous."



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5. The specific case of the applicant is that the respondent continued to remain recalcitrant in making payments and as on date of filing of this application, a sum of Rs.58,68,326.815 was due and payable. Notices were exchanged between the parties and since the amount was not forthcoming, the present application came to be filed before this Court.

6. The respondent filed a counter affidavit and considering the stand that was taken in the counter affidavit and after hearing both sides, the following order came to be passed by this Court on 09.09.2025:

"The learned counsel for the respondent submitted that the counter has been filed today and a copy has been served on the learned counsel for the applicant.

2.The specific ground raised by the learned counsel for the applicant is that pursuant to the earlier order passed by this Court in OA.Nos.232, 449 and 450 of 2024 dated 23.10.2024, the respondent [sub lessee] had to deposit the monthly rental on or before 5th of every succeeding month to the credit of OA.No.232 of 2024. The respondent was paying the applicant [lessee] directly till March 2025. Even during the month of March 2025 only a part of the amount was paid. Thereafter, the respondent did not pay the monthly rentals and thereby there was arrears of Rs.58,68,326.815 payable as on the date of the filing of this application in July 2025. Even for the subsequent months, the rent has not been paid by the respondent to the applicant. While so, the respondent was attempting to remove/deal with the finished and unfinished goods and in such an event, the applicant is left with no security to recover the amount, if ultimately the applicant succeeds before the arbitral tribunal.

3.Considering the above ground raised by the



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applicant, an interim order came to be passed by this Court on 10.07.2025, directing the respondent to furnish security for the sum of Rs.58,68,326.815. This Court was extending the time during every hearing and the last extension of time was granted on 18.08.2025.

4.A copy of the counter affidavit was placed before this Court and at paragraph 13 of the counter affidavit, the respondent has taken a very specific stand that from March 2025 onwards, the rent was directly paid to the landlord viz., M/s. Noble Logistics Private Limited. Insofar as the rent payable for the month of March, April 2025, only a sum of Rs.9,86,077/- is payable by the respondent to the applicant. Hence, the respondent is denying the fact that there is an arrears of Rs.58,68,326.815 payable to the applicant.

5.In order to substantiate the fact that the rents were directly payable to the landlord, the learned counsel for the respondent submitted that an application is being filed to implead the landlord viz., M/s. Noble Logistics Private Limited, as a party to the present proceedings.

6.The application shall be filed and numbered and brought up for hearing. When the earlier order was passed by this Court on 23.10.2024, directing the respondent to deposit the monthly rental to the credit of OA.No.232 of 2024, it is not known as to why the respondent had chosen to pay the rent directly to the applicant till March 2025 and thereafter to the landlord. If the respondent had complied with the direction issued by this Court, the entire confusion could have been avoided. In any case, this Court wants to hear the landlord and pass final order in this application.

7.Post this application for hearing on 16.09.2025 and in the meantime, the application to implead the landlord shall be numbered and brought up for hearing."

7. Pursuant to the above order, the respondent has filed an application to implead the landlord as a party and the same is pending in A.No.4599 of 6/11



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8. This Court carefully considered the submissions made on either side and materials available on record.

9. As was noted by this Court in the earlier order dated 09.09.2025, a specific direction was given by this Court while disposing of O.A.Nos.232, 449 and 450 of 2024, directing the respondent to deposit the monthly rental on or before 5th of every succeeding month to the credit of O.A.No.232 of 2024. Instead of complying with the above direction, the respondent started paying rents directly to the applicant till March 2025 and even a part of rental for April 2025 was paid to the applicant directly. Thereafter, the respondent started paying the rentals directly to the landlord. The applicant, in spite of being aware of the direction issued by this Court, had chosen to directly receive rental from the respondent till March 2025 and for a part of April 2025. The respondent had also chosen to pay the amount directly to the applicant. Thus, both the parties disregarded the specific direction that was given by this Court to deposit the rent to the credit of O.A.No.232 of 2024 whereby, the applicant was permitted to withdraw the amount. Once

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the arrangement between the parties became unworkable, once again the applicant has approached this Court and has sought for an interim order.

10. This Court is not convinced with the attitude of both the parties in this case. If the parties wanted to have an arrangement pursuant to the directions issued by this Court, either of the parties must have approached this Court and sought for modification of the order. The parties cannot be allowed to disregard the specific direction given by this Court and thereafter, knock the doors of this Court when the arrangement between the parties has reached a road block. Such an attitude by itself disentitles the parties to claim for any interim protection.

11. Apart from the above reason, it is also brought to the notice of this Court that till date, the applicant has not even issued trigger notice under Section 21 of the A and C Act. When the earlier order was passed by this Court on 23.10.2024 in O.A.Nos.232, 449 and 450 of 2024, a specific direction was given to initiate action for appointment of an Arbitrator to resolve the dispute within a period of eight weeks. This direction has not



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been complied with. That makes it clear that there is no manifest intention on the part of the applicant to arbitrate the case. The parties are only interested in proceeding further by filing interim applications under Section 9 of A and C Act and none of the parties are interested to arbitrate the matter.

12. Under such circumstances, this Court is not inclined to grant any interim relief as sought for under Section 9 of A and C Act.

13. Useful reference can be made by the judgement of Apex Court in ***Firm Ashok Traders Vs. Gurumukh Das Saluja*** reported in ***(2004) 3 SCC 155***.

14. During the pendency of the application, a direction was issued by this Court on 10.07.2025 to the respondent to furnish security for a sum of Rs.58,68,326.815 and this Court was extending the time for furnishing security. For the foregoing reasons, this Court is of the view that such security need not be furnished by the respondent.



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In view of the above, O.A.No.682 of 2025 stands dismissed.

Consequently, implead petition in A.No.4599 of 2025 in O.A.No.682 of 2025 is closed.

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Index: Yes/No

Speaking Order/Non-Speaking Order

Neutral Citation Case : Yes/No



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N.ANAND VENKATESH, J.

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