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O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.09.2025

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THE HON'BLE Mr. JUSTICE N. ANAND VENKATESH

O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

M.Muneer Ahmed

.. Applicant in both cases

VS

M/s.Lemongrass Restaurants and another .. Respondents in both cases

Prayer in O.A. No.820 of 2025: Original Application filed under Section 9 of the Arbitration and Conciliation Act, 1996 to grant an order of interim injunction restraining the Respondents, their men, servants, agents or any one claiming through or under them from in any manner from using the Applicants registered trademark Ambur STAR BRIYANI for the franchised outlets situated at (1) Perundurai - RMS Towers (NHAI Wayside Amenities Complex) NH 47, Coimbatore to Salem Main Road, Solipalayam Road, Perundurai 638 052 (2) Sankagiri No.131, Swarnakandha Towers, Omalur Main Road, New Anna park, 636 007 (3) Chinnaar No.7 NHAI Complex, Neat to A2B, Restaurant NH 44 Bangalore 2, Chennai Highway, Chinnar, Sulagiri Krishnagiri, 635 117 (4) Ooty - Garden Road, Near Charring Cross Ooty 605 008, pending disposal of the arbitration.



O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

Prayer in Arb. Appln. No.1113 of 2025: Application filed under Section 9 of the Arbitration and Conciliation Act, 1996 to furnish security to a sum of Rs.2,31,65,365.60/- being the outstanding amount towards royalty to be paid to the Applicant by the 2nd Respondent, pending disposal of the Arbitration.

For applicant in both cases : Mr.Vijayan Subramanian

For respondents in both cases : No appearance

COMMON ORDER

These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (for brevity 'the Act') seeking for an order of interim injunction to restrain the respondents from in any manner using the applicant's registered trademark Ambur STAR BRIYANI for the franchised outlets and for a further direction to the respondents to furnish security for a sum of Rs.2,31,65,365.60/- being the outstanding amount towards royalty to be paid to the applicant by the second respondent.

2.These applications came up for hearing on 14.08.2025. In O.A. No.820 of 2025, this Court passed the following interim order:



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O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

'O.A.No.820 of 2025 has been filed seeking for an order of interim injunction to restrain the respondents from using the applicant's registered trademark 'AMBUR STAR BRIYANI' in respect of their outlets, the particulars of which are given in the prayer to O.A.No.820 of 2025.

2. Arbitration Application No.1113 of 2025 has been filed to direct the second respondent to furnish security for a sum of Rs.2,31,65,365.60/-

3. The applicant is the franchisor and the respondents are the franchisees. The applicant has entered into franchise agreements dated 28.08.2016 and 28.06.2023 with the respondents. On account of the default committed by the respondents in paying the royalty to the applicant as per the terms and conditions of respective contracts, the applicant has terminated the contracts in accordance with the termination clause contained in the franchise agreements through the notice dated 06.06.2025. Although the respondents have received the same, they have chosen not to send any reply. The applicant has filed a copy of the trademark registration certificate dated 27.01.2017 to prove that the applicant is the registered proprietor of the trademark 'AMBUR STAR BRIYANI'.

4. As seen from the terms and conditions of the franchise agreements referred to supra, the respondents were permitted to use the applicant's trademark 'AMBUR STAR BRIYANI' till the tenure of the contracts. According to the applicant, despite the termination of the contracts, the respondents are still using the applicant's trademark 'AMBUR STAR BRIYANI'. The applicant also claims that as per the terms and conditions of the contract, the respondents are liable to pay a sum of Rs.2,31,65,365.60/- as on May, 2025 to the applicant.

5. The applicant has expressed its willingness to go for arbitration in accordance with the arbitration clause contained in the respective



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O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

contracts. Adequate averments have been made in the affidavit filed in support of O.A.No.820 of 2025 for grant of interim injunction as prayed for. Since the applicant has made out a prima-facie case, and the balance of convenience and irreparable loss/hardship have also been established by the applicant, this Court is inclined to grant an order of interim injunction as prayed for in O.A.No.820 of 2025. Accordingly, there shall be an order interim injunction as prayed for in O.A.No.820 of 2025.

6. Insofar as Arb.Appln.No.1113 of 2025 is concerned, notice is issued to the respondents through Court as well as privately returnable by 18.09.2025.

7. The applicant shall initiate arbitration within a period of 90 days from the date of receipt of a copy of this order as per Section 9(2) of the Arbitration and Conciliation Act, 1996.'

3.Insofar as Arb.Appln. No.1113 of 2025 is concerned, notice was ordered to the respondents. The respondents have been served with notice and the names of the respondents are also printed in the cause list and there is no appearance either in person or through counsel. The respondents have not chosen to contest these applications and hence, there is no rebuttal of allegations that have been made in the affidavit filed in support of these applications.



O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

4.In view of the same, the interim order passed by this Court on

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14.08.2025 is made absolute. There shall be a direction to the applicant to initiate arbitration proceedings as was indicated in the earlier order on 14.08.2025. These applications are disposed of in the above terms.

23.09.2025

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O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

N. ANAND VENKATESH, J.
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O.A.No.820 of 2025 and Arb.Appln. No.1113 of 2025

23.09.2025