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O.A.No.911 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.09.2025

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THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

O.A.No.911 of 2025

M/s.Clover Bay Technologies Private Limited
Rep. by its Authorised Signatory Mr.Manish Kumar
Having its registered office at F#004, Chinnu Paradise
Doddenakundi, Bengaluru, Karnataka 560 037 .. Applicant
Vs.

M/s.Acrannolife Genomics Private Limited
Rep. by its Director Mr.Agragesh Ramani
Having its registered office at 1st Floor
No.19/10, Xavier Street, Teynampet, Chennai 600 006 .. Respondent

Original Application filed under Order XIV Rule 8 of the Original Side Rules, read with Section 9(2)(d) of the Arbitration and Conciliation Act, 1996, seeking an order of *ad interim* injunction restraining the respondent, their agents or representatives from using, exploiting, licensing, or creating third-party rights in respect of the software applications Lab Test Scanner and Trumone pending disposal of the arbitral proceedings.

For Applicant : Mr.V.Achuthanandan
for Ms.R.L.Gayathri Devi



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ORDER

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This application has 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 respondent from exploiting, licensing, or creating third-party rights in respect of the software applications Lab Test Scanner and Trumone.

2. This Court heard the learned counsel for the applicant and carefully went through the materials available on record.

3. The parties entered into a Service Agreement dated 09.08.2022, which contains comprehensive clauses regarding the scope of services, deliverables, payments, ownership of intellectual property and dispute resolution. The applicant has raised two invoices viz., on 06.09.2022 for a sum of Rs.14,75,000/- for Lab Test Scanner and 03.02.2023 for a sum of Rs.14,75,000/- for Trumone. It is



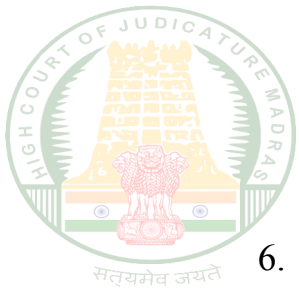
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alleged that the respondent failed to discharge the payment obligations and there was an outstanding of Rs.29,50,000/-. Several e-mail communications were made, but did not yield any result.

4. As per Clause 10(c) of the Services Agreement, it provides that initially the dispute must be resolved by mutual discussions followed by mediation and conciliation and on failure, the dispute should be referred to arbitration by a three-member panel.

5. The case of the applicant is that the invoice raised by the applicant was never cleared and several communications were made to the respondent and in the meantime, the respondent is attempting to use and exploit the software applications, Lab Test Scanner and Trumone. It is under these circumstances, the present application came to be filed before this Court.



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6. In the considered view of this Court, the dispute had started even in the year 2022 and various communications were made by the applicant from 2023 and ultimately, it did not yield any result. Hence, the applicant ought to have initiated proceedings to refer the dispute for arbitration. However, till date, even the trigger notice under Section 21 of the Act has not been issued.

7. To invoke Section 9 of the Act, there must be manifest intention to arbitrate and in the absence of the same, the Court cannot entertain the application and grant the interim order. In the case in hand, this manifest intention to arbitrate is completely missing. Therefore, this Court is not inclined to entertain this application. It is left open to the applicant to take steps for appointment of the Arbitral Tribunal and it is also left open to the applicant to move an application under Section 17 of the Act before the Arbitral Tribunal and seek for the interim relief. It goes without saying that if any such application is filed, it will be dealt with by the Arbitral Tribunal on its own merits and in accordance with law.



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With the above observation, this application stands disposed of. No costs.

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N. ANAND VENKATESH, J.

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