



O.S.A.(CAD) No.105 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.10.2025

CORAM:

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

AND

THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

O.S.A.(CAD) No.105 of 2025

Vishnuo Infra Pvt. Limited,
rep.by its Director,
Mr.MVS Krishnam Raju.

...

Appellant

-VS-

1.Engineering Projects India Ltd.,
rep. by its Director,
Ms.Akanksha Pare Kashiv.

2.Union Bank of India,
Besant Nagar Branch,
No.58, AV Church Road,
Besant Nagar,
Chennai - 600 090.

...

Respondents

PRAYER : Appeal against the order, dated 06.10.2025, passed in O.A.No.824 of 2025 on the file of this Court.

For Appellant : Mr.Rohan Rajasekaran

For Respondent 1 : Mrs.Hema Rajasekaran



O.S.A.(CAD) No.105 of 2025

WEB COPY

JUDGMENT

(By Dr.G.Jayachandran,J.)

This Original Side Appeal under the Commercial Courts Act,2015, is preferred against the order, dated 06.10.2025, passed by a learned single Judge of this Court, disposing of Original Application No.824 of 2025, filed under Section 9 of the Arbitration and Conciliation Act,1996.

2. Learned counsel for the appellant expressed his apprehension that though the learned single Judge, while disposing the application under Section 9 of the Arbitration and Conciliation Act,1996, has appointed sole arbitrator with liberty to the parties to move necessary interlocutory applications under Section 17 of the Act before the sole arbitrator, the first respondent is making all its endeavour to invoke the bank guarantee, even before the arbitrator could consider the dispute between the parties.

3. Mrs.Hema Srinivasan, learned counsel appearing for first respondent, submits that the learned single Judge, while considering the application seeking interim injunction restraining the respondent from encashing the performance bank guarantee, on hearing both sides, has passed an order that the matter be decided by the sole arbitrator and, accordingly, the learned single Judge also appointed an arbitrator to look into



O.S.A.(CAD) No.105 of 2025

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4. This Court, on considering the nature of the dispute and the order passed by the learned single Judge appointing sole arbitrator to resolve the dispute between the parties, finds no ground to interfere under Section 37 of the Arbitration and Conciliation Act,1996, read with Clause 13 of the Commercial Courts Act,2015. However, to allay the apprehension of the appellant, we make it clear that first respondent shall not proceed with invoking of bank guarantee till the sole arbitrator commences arbitration proceedings and decides on the applications, if any filed under Section 17 of the Arbitration and Conciliation Act,1996, by the parties. Till then, there shall be a conditional injunction, restraining the first respondent herein from invoking the bank guarantee offered by the appellant. Observations made in this order shall not have any influence on the decision of the sole arbitrator.

5. With the above clarification, this Original Side Appeal stands dismissed. No costs. Consequently, the connected C.M.P.Nos.24809 and 24811 of 2025 are closed.

dixit

(DR.G.J.,J.) (M.S.K.,J.)
10.10.2025



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O.S.A.(CAD) No.105 of 2025

DR.G.JAYACHANDRAN,J.
AND
MUMMINENI SUDHEER KUMAR, J.

dixit

O.S.A.(CAD) No.105 of 2025

10.10.2025