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O.A.No.975 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.10.2025

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THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

O.A.No.975 of 2025

Taqa Neyveli Power Company Private Limited
79, Kasturi Avenue, MRC Nagar
RA Puram, Chennai 600 028
Tamil Nadu, India
Rep. by its Company Secretary K.Raghunathan

.. Applicant

Vs.

NLC India Limited
No.135, EVR Periyar High Road
Kilpauk, Chennai 600 010
Tamil Nadu, India
Rep. by its authorised signatory

.. Respondent

Original Application filed under Order XIV Rule 8 of the Original Side Rules read with Section 9(1)(ii)(a) and 9(1)(ii)(e) of the Arbitration and Conciliation Act, 1996, seeking an order of mandatory injunction directing the respondent to adhere to its obligations under the Fuel Supply Agreement dated 29.04.1998 of supplying monthly scheduled quantities of lignite, supplying AAQ of lignite from TPS II, maintaining a rotating stockpile of 50,000 MT at TPS II and maintain such supply and stockpile of 50,000 MT at TPS II and maintain such



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supply and stockpile pending the conclusion of the arbitration proceedings between the applicant and the respondent.

For Applicant : Mr.Sathish Parasaran
Senior Counsel
for Ms.E.N.Hareepriya
For Respondent : Mr.Arjun Suresh

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) for a mandatory injunction directing the respondent to adhere to its obligations under the Fuel Supply Agreement of supplying monthly scheduled quantities of lignite, supplying AAQ of lignite from TPS-II, maintaining a rotating stockpile of 50,000 MT at TPS-II and maintain such supply and stockpile pending the conclusion of the arbitration proceedings between the parties.

2. Heard the learned Senior Counsel appearing on behalf of the applicant and the learned Standing Counsel appearing on behalf of the respondent and perused the materials available on record.



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3. The learned Senior Counsel appearing on behalf of the applicant showed various documents to substantiate that there is an obligation on the part of the respondent to supply AAQ of lignite from TPS-II by maintaining a rotating stockpile of 50,000 MT at TPS-II.

4. The learned Standing Counsel appearing on behalf of the respondent submitted that even though the respondent wants to raise certain issues on the merits of the case and the maintainability of this application, the respondent is willing to supply AAQ of lignite from TPS-II and TPS-II expansion and thereby, maintain the rotating stockpile of 50,000 MT. The learned counsel further submitted that this arrangement cannot be perpetual and it is only a temporary measure, which can be continued till the end of the financial year.

5. The learned Senior Counsel, on instructions, submitted that this arrangement can be continued, since the respondent has assured to maintain a rotating stockpile of 50,000 MT and it can be supplied from TPS-II and TPS-II expansion. The learned Senior Counsel further submitted that this interim arrangement is agreed by the applicant, without prejudice to their rights and to the various contentions that has been raised in this application.



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6. In the considered view of this Court, considering the public issue involved in this case, the present arrangement suggested by the learned Standing Counsel appearing on behalf of the respondent can be implemented. It is made clear that this interim arrangement is being made, without prejudice to the contentions raised on either side on the merits of the case.

This application is disposed of in the above terms.

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N. ANAND VENKATESH, J.

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