



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-03-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

OA. No. 119 of 2026

M/s. Inderchand D Kochar HUF
Represented by its Karta, Mr.Inderchand Kochar,
S/o.Mr.Dhanraj Kochar,
Formerly at No.33, N.S.C.Bose Road,
Chennai 600 001.
Now at No.22, Kennet Lane,
Egmore, Chennai 600 008.

..Applicant

Vs

1. L Dhandapani
S/o.Mr.Loganathan
No.195, E.V.R.Periyar Street,
Vadanemilli Village,
Chengalpattu Taluk,
Kancheepuram District.
2. Divya Dhandapani
No.195, E.V.R.Periyar Street,
Vadanemili Village,
Perur Post,
Thiruporur Taluk,
Kancheepuram District - 603104.

..Respondents

Prayer : Application is filed under Order XIV Rule 8 of the Original Side Rules
Read With Section 9(1)(ii)(d) of the Arbitration and Conciliation Act, 1996 to
grant an interim injunction restraining the 2nd Respondent herein, her men,
agents, servants or anybody claiming right either under or through the 2nd



Respondent from in any manner alienating, encumbering or dealing with the immovable property morefully described in the Schedule hereto, pending disposal of the arbitration proceedings proposed to be initiated by the applicants.

For Applicant: Mr. K.V.Babu
for Ms. Dipthi Munoth.A

For Respondents: Mr. D.Baskar

ORDER

Relying on the arbitration clause in annexure to promissory note dated 26.07.2023, the applicant/lender has applied for interim relief to restrain the respondents from alienating, encumbering or dealing with the immovable property described in the schedule to the Judge's summons.

2. Learned counsel for the applicant referred to promissory note dated 26.07.2023 promising to pay the applicant a sum of Rs.40 lakhs with interest thereon at 24% per annum. He contends that the annexure contains an arbitration clause. He also submits that the Section 21 notice was issued on 04.10.2025 and that the respondents refused to receive the same, as evidenced by the tracking report.



3. Relying on the counter affidavit affirmed by Mr.L.Dhandapani, learned counsel for the respondents submits that the execution of the promissory note and the annexure thereto is denied by the respondents. He also submits that jewels were pledged by the second respondent and that the dispute has arisen on account of the applicant refusing to permit redemption thereof. He submits further that the applicant is guilty of suppression of material facts. He points out that several suits are pending as between the parties to this application and police complaints were also lodged by the parties against each other. Because the applicant has approached this Court for equitable relief without disclosing material facts, learned counsel submits that the application should be dismissed. Finally, he submits that the registering officer is empowered to refuse registration of conveyances unless the original parent document is produced as per Section 34C of the Registration Act, 1908. Therefore, he contends that the applicant's apprehension is misplaced.

4. The annexure to promissory note dated 26.07.2023 contains the following arbitration clause:

“3. In case, if any differences/dispute arises, then the same shall be resolved by sole arbitrator appointed by the Madras court. The Venue/seat shall be Chennai, Language shall be English. The award given by such an arbitrator shall be final and binding on all the parties to this agreement. The interest payable by the borrower shall continue to be 2% per



month including the period of arbitration proceedings if any, post award, Execution proceedings & all other proceedings till the actual date of repayment of loan and redemption of original documents/mortgage. ”

The applicant has also placed on record promissory note dated 26.07.2023 bearing the purported signature of the first respondent. Although learned counsel for the respondents denied execution of these documents, a conclusion on such execution should be drawn either by the arbitral tribunal or by a civil court. Such conclusion cannot be drawn in proceedings under Section 9.

5. The annexure to promissory note dated 26.07.2023 records that original sale deed bearing document no.10751/2016 dated 07.09.2016 and original construction agreement dated 25.09.2013 were handed over to the applicant/lender as security-cum-collateral for the loan. The respondents admit that these documents are in the custody and possession of the applicant.

6. The applicant has placed on record *prima facie* evidence that a loan was obtained by the respondents from the applicant and not discharged, and that documents relating to the immovable property described in the schedule to the Judge's summons were handed over as collateral security. As recorded earlier, the Section 21 notice was issued on 04.10.2025. Taking all these aspects



into account, an order of interim injunction as prayed for is granted. Such order shall remain in force up to four weeks after the date of constitution of the arbitral tribunal. Thereafter, the applicant may apply for extension thereof before the arbitral tribunal. Needless to say, it is open to the respondents to oppose such request. All contentions are left open to parties. This application is disposed of on these terms.

KJ

17-03-2026



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SENTHILKUMAR RAMAMOORTHY, J.

KJ

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