



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.03.2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

A No. 1542 of 2026

Sketch Quartz Private Limited
Represented herein by its Authorised Signatory
Mr. H.S Sharma Rao,
Having its Registered Office at
605, DELPHI II, Prestige Acropolis,
Hosur Main Road, Bengaluru, Bengaluru Urban,
Karnataka 560 029

Having principal place of business at
SY No.161, PlotNo.E5,
SIPCOT Industrial Complex,
Phase II, Expn1, Hosur, Krishnagiri District,
Tamil Nadu - 635 109.

..Applicant

Vs

1. HDFC Bank Limited
Represented by its Branch Manager,
Hosur Branch, 42/2, KTR Tower, 1st Floor,
Krishnagiri Bye Pass Road,
Near GRT Jewels, Hosur-635 109.
2. HDFC Bank Limited
Represented by its Regional Manager
(Trade Finance Operations),
759, ITC Centre, Anna Salai,
Chennai 600 002.
(SWIFT Code HDFCINBBCHE)
3. Industrial and Commercial Bank
of China Limited
(Guangdong Provincial Branch),
Guangzhou, Guangdong Province,
Peoples Republic of China
(SWIFT Code ICBKCNBJGDG)



4. Veneto Machinery Co. Ltd.,
(also known as Zhaoqing Veneto Machinery
Co Ltd.,)
Jintao Industrial Development Zone,
Jinli Town, Zhaoqing City,
Guangdong Province, China,
Represented by its Director/Secretary

..Respondents

Application filed under Order XIV Rule 8 of O.S. Rules r/w
Order III Rule 1 of O.S. Rules r/w Clause 12 of the Letters Patent praying
to grant leave to the Applicant/Plaintiff to sue the 1st, 3rd and 4th
Respondents in CS (Com.Div.) D.No.55489 of 2026 before this Court.

For Applicant: Mr.R.Sankaranarayanan,
Senior Counsel
for Mr.Harikrishnan Rajagopalan

For Respondents: Mr.C.Mohan &
Ms.A.Rexy Josephin Mary
for M/s.King and Patridge
for R1 and R2

ORDER

In a proposed suit to restrain the first and second defendants from
parting with a sum of USD 1,678,364 or a part thereof under Letter of
Credit No.004LC01222940019 dated 02.11.2022 and also seeking an
anti-suit injunction, the intending plaintiff has applied for leave to sue.

2. Mr.C.Mohan of M/s.King and Patridge, learned counsel, accepts
notice for the first and second respondents.



3. Learned senior counsel for the plaintiff submits that the Arbitral Tribunal concluded that the letter of credit is an independent contract falling outside the scope of the arbitration agreement and, therefore, the plaintiff could not seek relief before the Arbitral Tribunal or in proceedings challenging the same. Referring to paragraph No.71 of the draft plaint, he submits that the cause of action has arisen within the jurisdiction of this Court.

4. Considering the aforesaid, I find that at least a part of the cause of action has arisen within the jurisdiction of this Court. Therefore, this application is allowed by granting leave to the applicant to sue the respondents before this Court. As a corollary, the Registry is directed to number the suit, if otherwise in order.

30.03.2026

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SENTHILKUMAR RAMAMOORTHY, J.

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