



WEB COPY

CRP No. 2287 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-04-2026

CORAM

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 2287 of 2026

AND

CMP NO. 9904 OF 2026, CMP NO. 9906 OF 2026

The Federation of Motor Sports Clubs of India
(FMSCI)

Rep by its Authorized Signatory,
A-25, Krishna Towers,
Old No.9-13, New No.50,
Sardar Patel Road,
Chennai 600 113

..Petitioner(s)

Vs

1. Blue Band Sports Private Limited
Rep by its Director, Premnath Kasinath,
No.o.34, G1, Siva Elango Nagar,
Saravanampatti,
Coimbatore 641 035
2. Madras Motor Sports Club (MMSC)
Chandhok Centre,
Ground Floor,
244, Mount Road,
Chennai 6.

..Respondent(s)

CMP No. 9904 of 2026

The Federation of Motor Sports Clubs of India
(FMSCI)

Rep by its Authorized Signatory,
A-25, Krishna Towers,
Old No.9-13, New No.50,
Sardar Patel Road,
Chennai 600 113

..Appellant(s)

Vs

1. Blue Band Sports Private Limited



Rep by its Director, Premnath Kasinath,
No.o.34, G1, Siva Elango Nagar,
Saravanampatti,
Coimbatore 641 035

2. Madras Motor Sports Club (MMSC)
Chandhok Centre,
Ground Floor,
244, Mount Road,
Chennai 6.

..Respondent(s)

CMP No. 9906 of 2026

The Federation of Motor Sports Clubs of India
(FMSCI)

Rep by its Authorized Signatory,
A-25, Krishna Towers,
Old No.9-13, New No.50,
Sardar Patel Road,
Chennai 600 113

..Appellant(s)

Vs

1. Blue Band Sports Private Limited
Rep by its Director, Premnath Kasinath,
No.o.34, G1, Siva Elango Nagar,
Saravanampatti,
Coimbatore 641 035
2. Madras Motor Sports Club (MMSC)
Chandhok Centre,
Ground Floor,
244, Mount Road,
Chennai 6.

..Respondent(s)

CRP No. 2287 of 2026

To strike off the Complaint in OS No. 367 of 2026 on the file of
Principal District Munsif Court, Coimbatore and strike off the Same and thereby
allow this CRP and thus render justice.

CMP No. 9904 of 2026



To grant an order of interim stay of all proceedings in OS No. 367 of 2026 on the file of Principal District Munsif Court, Coimbatore pending disposal of the above CRP.

CMP No. 9906 of 2026

To suspend the order of Interim Injunction dated 10.04.2026 passed in IA No. 2 of 2026 in OS No. 367 of 2026 on the file of Principal District Munsif Court, Coimbatore pending disposal of the above CRP.

CRP No. 2287 of 2026

For Petitioner(s): MS.Kadambri Suresh

FOR MR.S.V.Pravin Rathinam

For Respondent(s): Mr.R.Lakshmi Ratan For R2
Mr.V.Raghavachari Senior Counsel For
Mr.S.Saravanan For R1

Order

Challenging the very filing of the suit in OS No. 367 of 2026 on the file of Principal District Munsif Court, Coimbatore, the 1st defendant has preferred the present Civil Revision Petition contending that the suit is not maintainable. According to the revision petitioner, in view of the terms of the Memorandum of Understanding (MOU), particularly the arbitration clause, the plaintiff ought not to have approached the Civil Court and the suit itself is liable to be struck off.

2. The learned counsel for the revision petitioner submitted that the



plaintiff, by suppressing material facts and contractual obligations, obtained an order of interim injunction in I.A. No. 2 of 2026 in the said suit. It is further contended that the trial Court granted the injunction without assigning proper reasons.

3. Placing reliance on Clause 23 (Arbitration) of the MOU, it is submitted that any dispute between the parties ought to be resolved only through arbitration, and therefore, the institution of the suit amounts to an abuse of process of law. On these grounds, the petitioner seeks to strike off the plaint by invoking the jurisdiction of this Court under Article 227 of the Constitution of India.

4. Per contra, the learned counsel for the 1st respondent/plaintiff raised a preliminary objection as to the maintainability of the present revision petition. It is submitted that the petitioner cannot invoke the supervisory jurisdiction of this Court under Article 227 to strike off the plaint, especially when an effective remedy is available before the trial Court. It is further contended that the contractual relationship between the parties is still subsisting and has not been terminated.

5. The learned counsel for the 1st respondent/plaintiff further submitted that the revision petitioner violated the terms of the MOU by proceeding with the 49th South India Rally, scheduled on 17.04.2026, without affording a fair



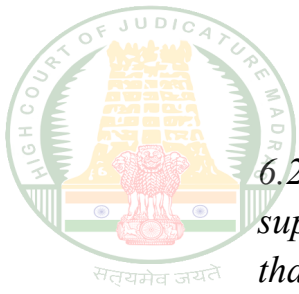
opportunity and despite issuance of show cause notice. In such circumstances, the respondent/plaintiff was constrained to approach the trial Court seeking interim injunction, which was granted upon consideration of prima facie materials. It is also contended that the revision petitioner, after obtaining interim stay from this Court, proceeded to conduct the rally and derived benefit therefrom. Therefore, the present revision petition is not maintainable and is liable to be dismissed.

6. In support of his submissions, the learned counsel for the respondent relied upon the judgment of the Hon'ble Supreme Court in **P.Suresh Vs. D.Kalaivani & Ors** reported in **2026 Supreme(SC)13**, wherein it has been held that when an effective alternative remedy is available, invocation of the extraordinary jurisdiction under Article 227 is not warranted. The relevant paragraphs are extracted hereunder:

“5.1.1. The reserve of exceptional power of judicial intervention is not to be exercised just for granting of relief in individual cases but should be directed for the promotion of public confidence in the administration of justice. It is emphasized that though the power under Article 227 may be unfettered, its exercise is subject to high degree of judicial discipline. The Court observed in Shalini Shyam Shetty (supra), The power of interference under Article 227 is to be kept to the minimum to ensure that the wheel of justice does not come to halt and the foundation of justice remains pure and unpolluted in order to maintain public confidence in the functioning of the tribunals and courts subordinate to the High Court’

...

...



WEB COPY

6.2.3. *As far as the ground of correction of valuation for supplying of the stamp paper is concerned, the proviso mentions that time may be extended by the Court, for the reasons to be recorded, if the Court is satisfied that the plaintiff was prevented by any cause of exceptional nature. There is no gainsaying that there will have to be factual inquiry in the process of determination for rejection of plaint and for the satisfaction to be arrived at by the Court with regard to the extension of time, which the court may grant. Therefore, it would be entirely proper to conclude that when the grounds for rejection of the plaint, provided in statutory provision, require the consideration of the facts of the case, such issue should not be gone into by exercising supervisory jurisdiction under Article 227 of the Constitution, which even otherwise is supposed to be exercised by the court sparingly and not just for the purpose of correcting purported errors. In any view, the overriding criteria in law is that the supervisory jurisdiction cannot be applied to substitute the remedy available specifically in the CPS itself.”*

7. This Court has carefully considered the rival submissions.

8. Admittedly, the relationship between the parties arises out of the MOU dated 20.04.2022. It is also not in dispute that the contract between the parties is still in force and has not been terminated. The disputes raised by the parties pertain to their respective rights, obligations, and alleged breaches under the terms of the MOU.

9. At this juncture, it is relevant to note that the power under Article 227 of the Constitution of India is supervisory in nature and is to be exercised sparingly, only in cases of patent lack of jurisdiction or manifest perversity. The



question as to maintainability of the suit, existence of arbitration clause, and alleged suppression of facts are all matters which can be effectively adjudicated by the trial Court in appropriate proceedings. Further, the existence of an arbitration clause does not *ipso facto* bar the jurisdiction of the Civil Court unless the procedure contemplated under the Section 8 of the Arbitration and Conciliation Act, 1996 is duly invoked before the competent Court. Such issues are to be raised and decided before the trial Court and cannot be a ground to invoke Article 227 at the threshold to strike off the plaint.

10. In the present case, since the contract between the parties is still subsisting and disputes have arisen with regard to the rights and liabilities under the MOU, it is open to the parties to work out their remedies before the appropriate forum in the manner known to law, without influence or any of the observations of this Court.

11. In view of the above, this Court finds no merit in the Civil Revision Petition. Accordingly, the Civil Revision Petition is **dismissed**. The interim stay granted earlier in the civil miscellaneous petitioner are **vacated**. No costs.

22-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

JRS



WEB COPY

CRP No. 2287 of 2





WEB COPY

CRP No. 2287 of 2



T.V.THAMILSELVI J.

JRS

To

1. The Principal District Munsif Court, Coimbatore

2. Blue Band Sports Private Limited
Rep by its Director, Premnath Kasinath,
No.o.34, G1, Siva Elango Nagar, Saravanampatti,
Coimbatore 641 035

3.Madras Motor Sports Club (MMSCL)
Chandhok Centre, Ground Floor,
244, Mount Road, Chennai 6.

CRP No. 2287 of 2026

AND

CMP NO. 9904 OF 2026,CMP NO. 9906 OF 2026

22-04-2026