



WEB COPY

A No. 1956 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-06-2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

A No. 1956 of 2026

in

C.S (COMM DIV).No.253 of 2025

Megalo Worldwide Logistics Pvt Ltd Formally
known as M/s.AHL Freight India Pvt Ltd.,
Rep.by its Manager Credit Control/Authorized
Signatory, Mr.S.T.Ravi Shankar,
Having Office at New No 25,
The Egmore Benefit Society Building, 3rd Floor
Flowers Road, Purasawalkam, Chennai 600 084

..Applicant(s)

Vs

1. M/s.T.Abdul Wahid and Co.,
Rep by its Partners,
[1] Mr.T.Faizan Ahmed &
[2] Mr H Mahmood Akhter,
Having Office at No.1, Maskur Building
3rd Floor, Krishnamma Road,
Nungambakkam, Ch-34.
2. T.Faizan Ahmed
One of the Partners of
M/S.T.Abdul Wahid and Co
Having Office at No.1, Maskur Building
3rd Floor, Krishnamma Road,
Nungambakkam, Ch-34
3. H.Mahmood Akhter
One of the Partners of
M/S.T.Abdul Wahid and Co
Having Office at No.1, Maskur Building
3rd Floor, Krishnamma Road,
Nungambakkam, Ch-34
4. M/s.Taw Exports Pvt.Ltd



Rep by its Managing Director,
Mr.Faizan Ahmed,
Having Office at No.1, Mashkur Building,
3rd Floor, Krishnamma Road, Nungambakkam,
Ch-34

5. Mr.Hakim Mahmood Akhtar
One of the Directors of M/.TAW Exports
Pvt.Ltd.,
Having Office at No.1, Mashkur Building, 3rd
Floor, Krishnamma Road, Nungambakkam,
Ch-34

6. Fatimah Zahra Thadey
One of the Directors of M/.TAW Exports
Pvt.Ltd.,
Having Office at No.1, Mashkur Building, 3rd
Floor, Krishnamma Road, Nungambakkam,
Ch-34

7. Mr.Faizan Ahmed
The Managing Director of M/s.TAW Exports
Pvt.Ltd.,
Having Office at No.1, Mashkur Building, 3rd
Floor, Krishnamma Road, Nungambakkam,
Ch-34.
And presently all are having office at
Old.No.26, New.No.53, Vepery High Road,
Peraimet, Chennai-600003

..Respondent(s)

To pass an order directing the respondents to furnish bank
guarantee to the value of Rs.1,53,90,988/- till the disposal of the suit.

For Applicant(s): Mr.M.Ganesan

For Respondent(s): No appearance(Served)



ORDER

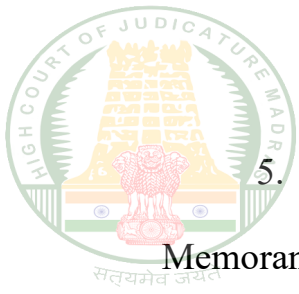
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This application has been filed to pass an order directing the respondents to furnish bank guarantee to the value of Rs.1,53,90,988/- till the disposal of the suit.

2. Heard Mr.M.Ganesan, learned counsel for the applicant.

3. The applicant/plaintiff had earlier filed a suit in C.S.(Comm.Div.) No.38 of 2021, claiming a sum of Rs.1,37,37,544/- which was referred to mediation and a Memorandum of Compromise was filed between the parties and a settlement was arrived at for a sum of Rs.90,73,116/- towards which the defendants had issued post-dated cheques. However, all the cheques were returned by the respective Banks with the endorsement “Insufficient Funds”.

4. The legal notices that were sent pursuant to the returned cheques were also returned with an endorsement “Left” and hence the present suit had been filed, seeking for recovery of a sum of Rs.1,53,90,988/-. The Court summons in the suit were served upon the defendants and none of the defendants is present before this Court today.



5. The conduct of the respondents/defendants in not honouring the Memorandum of Compromise that had been arrived at in the earlier suit reflect their conduct in leaving the plaintiff high and dry, while enriching themselves.

Since the respondents have been set *ex parte* by orders of this Court, the application stands ordered as prayed for. No costs.

02-06-2026
(2/2)

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

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K.KUMARESH BABU, J.

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