



Original Application No.1071 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.02.2026

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Original Application No.1071 of 2025

Touch Hospital Pvt. Ltd.,
Represented by its Authorised Signatory,
4-63, Janmabhoomi Nagar,
Mancherial, Telangana – 504 208.

.... Applicant

Vs.

Corvita Healthcare Pvt. Ltd.
3-20/DV/114, St.No.03, Dream Valley,
Qutubullapur, Bachupally,
Hyderabad, Rangareddy,
Telangana – 500 090.

.... Respondent

PRAYER: Application filed under XIV Rule 8 of O.S.Rules read with Section 9(a) and (e) of Arbitration and Conciliation Act, 1996, to grant an order of interim injunction restraining the respondent from interfering with the applicant's engagement of a third party independent service provider to perform necessary maintenance and urgent repairs.

For Applicant : Mr.Rahul Balaji
For Respondent : Mr.M.Uma Shankar

ORDER

When this application came up for hearing on 17.11.2025, this Court passed the following order:

“This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [for brevity 'the



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Act'] seeking interim injunction restraining the respondent from interfering with dismantling, removing etc. until the Arbitral Tribunal determines the disputes between the parties.

2. Heard Mr.Rahul Balaji, learned counsel for applicant and carefully perused the materials available on record.

3. During the year 2023, the applicant decided to establish a Cath-lab facility with advanced diagnostic imaging and instruments to perform invasive procedures in the heart and blood vessels. For this purpose, the applicant entered into Memorandum of Understanding (MOU) with the respondent dated 18.01.2023 and 08.12.2023. As per the MOU, the minimum tenure was fixed as nine years. The ownership of the machine will remain with the supporting party and the obligation of the respondent is to supply and maintain the Cath-lab and provide timely services.

4. The respondent, through a communication dated 30.12.2024, expressed dissatisfaction with regard to payments. Ultimately, through a termination notice dated 26.07.2025, the respondent had terminated the contract. As per the termination notice, the respondent asked the applicant either to purchase or dismantle the equipment. Thereafter, there was no communication between the parties. Considering the nature of service rendered by the applicant before initiation of arbitral proceedings, the applicant wanted an interim protection. It is under these



circumstances, the present application came to be filed before this Court.

5. A prima facie case has been made out. Hence, there shall be an order of interim injunction as prayed for till 15.12.2025. The applicant is directed to maintain the accounts.

Notice to respondent returnable by 15.12.2025. Private notice is also permitted. The applicant shall comply with Order XXXIX Rule 3 CPC.

2. Pursuant to service of notice, the respondent is represented through counsel and counter affidavit has been filed by the respondent. The applicant has filed rejoinder for the counter affidavit filed by the respondent.

3. The matter was listed for final hearing today.

4. This Court heard the learned counsel appearing on either side and carefully perused the materials available on record.

5. It is brought to the notice of this Court that the applicant has issued a trigger notice under Section 21 of the Arbitration and Conciliation Act, 1996 on 05.01.2026. Insofar as this application is concerned, the disputes raised pertain to the accounts, termination of



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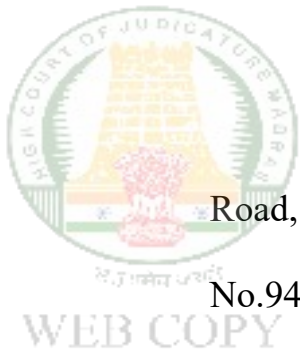
contract and the obligations that have not been fulfilled by the respondent.

6. *Per contra*, the respondent is making a claim of Rs.3 Crores against the applicant.

7. Considering the nature of dispute between the parties and also considering the fact that the interim order passed by this Court is in operation from 17.11.2025 and already the trigger notice has been issued on 05.01.2026 and the counsel appearing on both sides have consented for appointing a sole Arbitrator, this Court is inclined to appoint a sole Arbitrator and extend the interim order till the sole Arbitrator takes a fresh decision on the application under Section 17 of the Act.

8. In the light of the above decision taken by this Court, this Court is not inclined to touch upon the merits of various issues raised and both sides are permitted to raise all the issues before the sole Arbitrator.

9. In the light of the above discussions, this Court appoints Mr.Justice G.Ilangovan (Retd. Judge of Madras High Court), Plot No.48, I Dream, Meenakshi Avenue, Near Amaran Hotel Back Side, Pandikovil



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Road, Uthangudi Othakadai Post, Madura – 625107, [Mobile No.9443022747] as the Sole Arbitrator and the Sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

10. It is left open to the parties to place this application before the sole Arbitrator and it can be decided by the sole Arbitrator in accordance with law.

11. The interim order passed by this Court shall stand extended till the decision is taken by the sole Arbitrator.

Accordingly, this application is disposed of in the above terms.

16.02.2026

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Index : Yes/No
Speaking Order / Non-speaking order

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