IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-02-2026

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln Nos. 1689,1690 and 1691 OF 2025

Foster Energy Private Limited
Represented by its Chairman and
Managing Director Mr.Satheesh
Kumar, No 858 bar 18 Village
High Road 19th Cross Street
Sholinganallur Chennai 600119

Applicant in all
Applications

Vs

Ever renew Energy Private
Limited
Represented by its Business Head
Mr.V.T.Mohan Prakash, Having
its registered office at Aneja
Towers, 2nd Floor, B Block, 4th
and 5th Developed Plots Estate,
Perungudi, OMR, Chennai 600
096.

Respondent in all
applications

Arb Appln No.1689 of 2025

PRAYER

To direct the Respondent to furnish security amounting to a sum of Rs.1,39,99,500/- at an interest of 18 per annum, in light of the dues owed to the Applicant by virtue of the Wind Power Project Land Development dated 27.06.2023 and the purchase orders in relation, in order to secure the interests of the Applicant and to pass any such Order in favour of the Applicant, as this Honble Court may deem fit in the facts and circumstances of the case.

Arb Appln No. 1690 of 2025
PRAYER
To direct the Respondent to furnish security amounting to a sum of Rs.3,12,22,181.5/- at an interest of 18 per annum, in light of the dues owed to the Applicant by virtue of the Impugned Purchase Orders in order to secure the interests of the Applicant and to pass any such Order in favour of the Applicant, as this Honble Court may deem fit in the facts and circumstances of the case.

Arb Appln No. 1691 of 2025
PRAYER
To direct the Respondent to furnish security amounting to a sum of Rs. 64,52,000/- at an interest of 18 per annum, in light of the dues owed to the Applicant by virtue of the Wind Power Project Land Development Dated 31.08.2023 and the connected purchase orders, in order to secure the interests of the Applicant and to pass any such Order in favour of the Applicant, as this Honble Court may deem fit in the facts and circumstances of the case.

For Appellant(s):	M/s.M.V.Swaroop
For Respondent(s):	M/s.Jaishankar Ramakrishnan(1406/2005)

COMMON ORDER

These applications have been filed under Section 9 of the Arbitration and Conciliation Act 1996 (for brevity hereinafter referred to as the Act) seeking for interim reliefs pending the initiation of arbitration proceedings.

2. Insofar as Application No.1689 of 2025 is concerned, the dispute arises out of a Wind Power Project Land Development Agreement dated 27.06.2023. Insofar as Application No.1690 of 2025 is concerned, it arises out of eighteen independent purchase orders covering different scope of work and site location as between the same parties wherein similar type of terms and conditions have been stipulated in all these purchase orders. Insofar as Application No.1691 of 2025 is concerned, it arises out of the Wind Power Project Land Development agreement dated 31.08.2023.

3. The applicant in all these applications is seeking for a direction to the respondent to furnish security for the claim amount under the relevant agreement / purchase order to secure the interest of the applicant.

4. The respondent has filed independent counter affidavits in all the three applications. Insofar as Application No.1689 of 2025 is concerned, the respondent is denying the claim made by the applicant and is also making a counter claim towards pending obligations, liquidated damages etc.

5. Insofar as Application No.1690 of 2025 is concerned, apart from denying the claim made by the applicant, the respondent has also taken a stand that the eighteen purchase orders that has been referred in the application filed by the applicant, are independent agreements, which has no connection to each other and insofar as this application is concerned, at the best, it can confine itself only to one purchase order dated 18.10.2024. The respondent has taken a stand that the amount that is claimed under this purchase order has already been paid by the respondent.

6. Insofar as application No.1691 of 2025 is concerned, the respondent apart from denying the liability / claim made by the applicant, is also making a counter claim towards liquidated damages, debit note agreed for descope under various contracts etc.,

7. Heard Mr.M.V.Swaroop, learned counsel for the Applicant and Mr.Jayashankar, learned counsel for respondent.

8. The learned counsel for the applicant apart from explaining this Court on the claim made by the applicant, also placed specific reliance upon paragraph 32 of the affidavit filed in support of

the application and contented that there are cases pending against the respondent before the NCLT and it has been initiated at least by six operational creditors and till date, the same is pending. Therefore, *prima facie* it reflects the financial instability on the part of the respondent and therefore, considering this fact, the respondent must be directed to furnish security for the claim made by the applicant.

9. Per contra, the learned counsel for the respondent submitted that the counter claim that is made by the respondent insofar as application Nos.1689 and 1691 are concerned, far exceeds the claim that has been made by the applicant and therefore, there is no question of directing the respondent to furnish security.

10. This Court after hearing both sides and after considering the claim and counter claim made by the parties, suggested that the matter can be referred to the sole arbitrator in line with the respective agreements / purchase orders which contains an arbitration clause. The learned counsel appearing on either side consented for the appointment of a sole arbitrator insofar as

Application Nos.1689 and 1691 of 2025 is concerned. Insofar as Application No.1690 of 2025 is concerned, the learned counsel for the respondent submitted that the eighteen purchase orders that have been relied upon by the applicant cannot be cumulatively dealt with and each purchase order constitutes a separate agreement. Therefore, if at all, a sole arbitrator is appointed, it has to confine itself only to one purchase order dated 18.10.2024. Yet another objection that was raised by the learned counsel for the respondent is that some of the purchase orders do not contain an arbitration clause. Therefore, the disputes cannot be referred to the sole arbitrator insofar as those purchase orders are concerned.

11. Upon hearing the above submissions made by the learned counsel for the respondent, this Court suggested to the learned counsel for respondent that appointing an independent arbitrator individually for each purchase order numbering 18 will become a costly affair and it will be more beneficial to both the parties to have one arbitrator to deal with the eighteen purchase orders so that the total quantum of claim / counter claim can be consolidated for the purpose of fixing the arbitrator's fees. Insofar as those purchase orders where there is no arbitration clause, objections can be raised

before the sole arbitrator and the same can be dealt with on its own merits and in accordance with law.

12. The learned counsel for applicant in all these applications submitted that since the dispute arose during December 2025 and there was an urgency to approach this Court by filing these applications, the trigger notice under Section 21 of the Act is yet to be issued by the applicant. Considering the fact that the learned counsel on either side have consented for appointment of a sole arbitrator, it will suffice if the claim petition is directly filed before the sole arbitrator appointed by this Court. The filing of these applications and the order passed in these applications will be construed as a trigger under Section 21 of the Act. Ultimately when the arbitrator deals with the dispute, each purchase order can be independently dealt with and in which case, the parties can also place their submissions as against each purchase order independently.

13. The above suggestion made by this Court was agreeable to both sides and therefore, they consented for appointing the sole arbitrator for all the eighteen purchase orders put together.

14. Insofar as the reliefs that have been sought for in these applications, since this Court is inclined to appoint a sole arbitrator, these applications and the counter filed by the respondent can be placed before the sole arbitrator, which will be dealt with under Section 17 of the Act. This will sufficiently take care of the rights of the respective parties insofar as the interim reliefs are concerned.

15. In the light of the above discussion, this Court appoints Mr.P.N.Prakash, Former Judge, High Court of Madras, residing at “Lalithalaya”, No.32, I Cross street, Kilpauk Garden Colony, Chennai 600 010, Mobile No.9444395654, Landline No.26445731, 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.

16. Three separate claims will be made before the sole arbitrator covering the respective agreement / purchase orders and the same will be dealt with independently. If during the pendency of the proceedings, both parties want to place before the sole arbitrator any additional materials while dealing with the interim application under Section 17 of the Act, the same shall be permitted by the sole arbitrator.

17. All these applications are disposed of accordingly.

11-02-2026

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

To

1.Ever renew Energy Private
Limited
Represented by its Business Head
Mr.V.T.Mohan Prakash, Having
its registered office at Aneja
Towers, 2nd Floor, B Block, 4th
and 5th Developed Plots Estate,
Perungudi, OMR, Chennai 600
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N.ANAND VENKATESH J.
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