



Arbitration Original Petition (Com.Div.) No.105 of 2026 and Arbitration Application Nos.1649 & 1650 of 2025 and Original Application Nos.1129, 1130 & 1131 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.02.2026

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div.) No.105 of 2026

and

Arbitration Application Nos.1649 & 1650 of 2025

and

Original Application Nos.1129, 1130 & 1131 of 2025

Arbitration Original Petition (Com.Div.) No.105 of 2026

S.S.Prasanna

.... Petitioner

Vs.

K.N.Suresh Kumar

.... Respondent

PRAYER

Arbitration Original Petition (Com.Div.) filed under Section 11(6) (a) and (c) of the Arbitration and Conciliation Act, 1996 read with Rule 2 of the Appointment of Arbitrator of Madras High Court Scheme, 1996, seeking to appoint a Sole Arbitrator in terms of Clause 21 of the Partnership Deed dated 01.08.2012 to adjudicate the disputes and differences between the petitioner and respondent.

For Petitioner : Mr.Avinash Wadhwani

For Respondent : Mr.Venkatesh Mahadevan

Arbitration Application Nos.1649 & 1650 of 2025

S.S.Prasanna

.... Applicant in both applns.

Vs.

1.K.N.Suresh Kumar

2.S.Alagendran

.... Respondents in both applns.

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Arbitration Original Petition (Com.Div.) No.105 of 2026 and Arbitration Application Nos.1649 & 1650 of 2025 and Original Application Nos.1129, 1130 & 1131 of 2025

PRAYER

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Arbitration Application No.1649/2025 filed under Order XIV Rule 8 of the Madras High Court Original Side Rules r/w. Section 9(ii)(a) of the Arbitration and Conciliation Act, 1996, seeking a direction to the respondents to pay a sum of Rs.1,36,517/- on a monthly basis towards his part of the EMI's to the LAN:247000001914, Bank Name: Suryoday Small Finance Bank Limited, for the period of 180 months, Branch – T.Nagar District, Chennai.

Arbitration Application No.1650/2025 filed under Order XIV Rule 8 of the Madras High Court Original Side Rules r/w. Section 9(ii)(a) of the Arbitration and Conciliation Act, 1996, seeking a direction to the second respondent to de-freeze the bank account bearing No.50200012522231 in HDFC Bank, Kodambakkam Branch.

For Applicant : Mr.Avinash Wadhwani
[in all applns.]

For Respondents : Mr.Venkatesh Mahadevan [R1]
[in all applns.] Mr.C.Mohan
Ms.A.Rexy Josephine Mary
for M/s.King & Partridge [R2]

Original Application Nos.1129, 1130 & 1131 of 2025

S.S.Prasanna Applicant in all applns.

Vs.

1.K.N.Suresh Kumar

2.S.Alagendran Respondents in both applns.

PRAYER

Original Application No.1129/2025 filed under Order XIV Rule 8 of the Madras High Court Original Side Rules r/w. Section 9(ii)(a) of the Arbitration and Conciliation Act, 1996, praying to grant ad interim injunction restraining the first respondent, his agents or any persons



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claiming under him, from misrepresenting himself as a partner, representative or affiliate of Fortunne Window Designs or in any manner holding himself out as connected with the firm, including soliciting or receiving orders from existing or past clients of the partnership.

Original Application No.1130/2025 filed under Order XIV Rule 8 of the Madras High Court Original Side Rules r/w. Section 9(ii)(a) of the Arbitration and Conciliation Act, 1996, praying to grant an injunction restraining the first respondent from issuing any purchase orders, placing material indents, or engaging with vendors, employees or clients on behalf of Fortunne Window Designs, either directly or indirectly, without prior written consent and oversight from the Court-appointed authority or the applicant.

Original Application No.1131/2025 filed under Order XIV Rule 8 of the Madras High Court Original Side Rules r/w. Section 9(ii)(a) of the Arbitration and Conciliation Act, 1996, praying to grant ad interim injunction restraining the first respondent, his agents or any persons claiming under him, from misrepresenting himself as a partner, representative or affiliate of Fortunne Window Designs or in any manner holding himself out as connected with the firm, including soliciting or receiving orders from existing or past clients of the partnership.

For Applicant : Mr.Avinash Wadhwani
[in all applns.]

For Respondents : Mr.Venkatesh Mahadevan [R1]
[in all applns.] Mr.C.Mohan
Ms.A.Rexy Josephine Mary
for M/s.King & Partridge [R2]

COMMON ORDER

These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking interim reliefs pending arbitration proceedings.



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2. Heard learned counsel on either side.

3. The applicant and respondent entered into a partnership deed on 01.08.2012 in the name and style of Fortunne Window Designs for carrying out the business of manufacturing, marketing, supplying and installing premium German uPVC (Unplasticized Polyvinyl Chloride) windows and door systems. The business was going on in a smooth manner until a dispute arose in the year 2024. The respondent issued a notice of dissolution dated 01.02.2025 and also sent a communication to the bank to freeze the account standing in the name of the firm. The respondent also issued a paper publication on 04.02.2025 stating that he is no more the partner of the Fortunne Window Designs. The grievance of the applicant is that even though the respondent had disassociated himself from the partnership firm, he continued to lure the customers and clients belonging to the firm by giving an impression as if he continues with the partnership firm. As a result, the applicant as well as the firm are put to irreparable loss and hardship. It is under these circumstances, these applications came to be filed seeking to injunct the first respondent from representing himself to be the partner of the firm and thereby lure the clients of the firm, to direct the second respondent bank to defreeze the



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bank account of the firm and for a direction to the respondents to pay the EMI insofar as his share is concerned to Suryoday Small Finance Bank Limited.

4. The respondent has filed a counter affidavit denying all the allegations made in the petition. The respondent has taken a stand that he was forcibly stopped from entering the firm and hence, the respondent had no other alternative except to issue the notice of dissolution and follow up the same by giving an advertisement in the newspaper. Since the respondent was not paid his share in the income/profits of the firm, the respondent had issued a communication to the bank to freeze the bank account of the firm and accordingly, the same was freezed. The respondent has made a claim for 50% of the holdings of the firm and to direct the applicant to render the accounts in order to determine the shares payable to the respondent. Till then, the respondent is insisting for the bank account to be kept frozen till the dispute is settled between the parties.

5. Arbitration Original Petition (Com.Div.) No.105 of 2026 has been filed by the applicant for appointment of a Sole Arbitrator in terms



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of Clause 21 of the Partnership Deed dated 01.08.2012 to adjudicate the disputes and differences between the petitioner and respondent.

6. Insofar as this petition is concerned, learned counsel for respondent was insisting for filing a counter since various allegations were made against the respondent. Learned counsel for respondent made it clear that insofar as existence of arbitration clause in the Partnership Deed is concerned, there is no dispute. However, the respondent was insisting for filing an affidavit/counter to deny the allegations made by the petitioner in this petition, which according to the respondent is false and frivolous.

7. This Court carefully considered the submissions made on either side and the materials available on record.

8. It is not in dispute that the respondent had issued the notice of dissolution of firm and had also given paper publication. Accordingly, by the conduct of the respondent, the respondent has disassociated himself from the firm. However, the claim of the respondent is that he must be given his 50% share and for that purpose, the petitioner must render the



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accounts and till then, the respondent wants the bank account standing in the name of the firm to be frozen to ensure that the interest of the respondent is safeguarded.

9. In the light of the stand taken by the respondent, there will be no difficulty in disposing of O.A.Nos.1129 to 1131 of 2025 by making it clear that the respondent is not associating himself with the partnership or misrepresenting himself as the partner of the firm or getting orders through the customers or clients by representing himself to be the partner of the firm. If this clarity is recorded, it will sufficiently take care of the grievance expressed by the applicant.

10. Insofar as Application No.1650 of 2025 is concerned, as stated supra, the respondent has already disassociated himself from the firm and the only claim made by the respondent is his 50% share from the income/profits of the firm. There are allegations and counter allegations made insofar as the funds that remain in the bank account. It is not necessary for this Court to go into that issue at this stage. Now that the petitioner has moved out of the partnership firm, the account of the partnership firm cannot continue to be frozen. If, according to the respondent, the



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applicant has not rendered the accounts and the respondent is kept in dark and the entitlement of 50% share of the respondent is an issue, the same can be gone into in detail in the arbitration proceedings by letting in evidence and getting the accounts audited through an independent auditor. That can form the basis for the arbitrator to deal with the claim made by the respondent. Hence, no useful purpose will be served in continuing to freeze the bank account of the firm, more particularly, when the respondent is no more claiming to be the representative of the firm. Therefore, the second respondent bank is directed to de-freeze the bank account of the firm.

11. Insofar as Application No.1649 of 2025 is concerned, applicant seeks a direction to respondents to pay Rs.1,36,517/- towards EMI to Suryoday Small Finance Bank Limited. This interim prayer sought by the applicant cannot be granted by this Court. Hence, if the applicant is insisting for this relief due to any reasons, this application can be taken before the Sole Arbitrator under Section 17 of the Act and the same will be dealt with on its own merits and in accordance with law after affording opportunity to both parties.



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12. Finally coming to the petition filed in Arbitration Original Petition (Com.Div.) No.105 of 2026 seeking appointment of a Sole Arbitrator, there is no dispute regarding the valid agreement in terms of Partnership Deed dated 01.08.2012 in line with Section 7 of the Act, which also contains an arbitration clause in Clause 21. This factor alone will suffice to deal with this petition. Insofar as the various allegations made in this petition, it is irrelevant and the same is not taken into consideration by this Court and those allegations and counter allegations will be the subject matter before the Sole Arbitrator.

13. In the light of the above discussion, this Court appoints Mr.A.Abdul Hameed, Senior Advocate, No.76, III Floor, Sukh Sagar Building, Marshalls Enclave, Egmore, Chennai – 600 008 [Mobile No.98410 60092] 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



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N.ANAND VENKATESH, J

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Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules
2017.

These applications and petition are disposed of in the above terms.

11.02.2026

Index:yes/no
Speaking order/Non-speaking Order
NCC:yes/no
gm

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