



C.R.P.(MD).Nos.3926 and 3927 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 20.02.2026

CORAM:

THE HONOURABLE MR.JUSTICE N.SENTHILKUMAR

C.R.P.(MD).Nos.3926 and 3927 of 2025

C.R.P(MD)No.3926 of 2025:-

M/s.Alagar Exports,
through its Managing Partner,
A.Jeyaraman,
Tuticorin District.

... Petitioner

-VS.-

1.M/s.Islamaic Republic of Iran Shipping,
Lines of Tehran through its Power Agent,
hemant Prabhakar Kupawadekar,
675, Vali-Easr SQ, Tehran, Iran.

2.David Farrington,
S/o.Not Known,
Fair Wind Shipping Limited,
Gum House, 1-4, Artillaory Passage,
London E1.7LJ.

... Respondents

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the docket order, dated 20.03.2025 in Arbitration O.P.No.223 of 2007 on the file of the Principal District Court, Tuticorin, Tuticorin District and to dispose of the same on merits by adjudicating the same according to law.



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For Petitioner : Mr.A.Prasanna Rajadurai
(in both cases)

For *Amicus Curiae* : Mr.K.N.Thambi
(in both cases)



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COMMON ORDER

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These Civil Revision Petitions have been filed challenging the orders passed by the learned Principal District Judge, Thoothukudi District, in Ar.O.P.Nos.222 and 223 of 2007. The operative portion of the impugned order refers to the Explanation to Section 47 of the Arbitration and Conciliation Act, 1996, which reads as follows:

“Explanation: In this section and in the sections following in this Chapter, "Court" means the High Court having original jurisdiction to decide the questions forming the subject-matter of the arbitral award if the same had been the subject-matter of a suit on its original civil jurisdiction and in other cases, in the High Court having jurisdiction to hear appeals from decrees of courts subordinate to such High Court.”

Assailing the said order, the present Civil Revision Petitions have been filed.

2. The revision petitioner effected notice on the respondents. The first respondent is having its office at Iran and the second respondent is having its office at London. The court notices sent to the first and second respondents are awaited. The learned counsel for the revision petitioner submitted that notice to the first respondent could not be effected due to international circumstances and prevailing geopolitical issues, and hence service remains



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incomplete. Insofar as the second respondent is concerned, though notice was taken on 12.01.2026, there has been no response regarding service.

3. In view of the difficulty expressed in effecting service, this Court requested Mr. K.N. Thambi to assist the Court and appointed him as *Amicus Curiae* to address the issue relating to service of summons and jurisdiction. The learned *Amicus Curiae* submitted that the dispute arises out of a commercial contract for supply of salt exported from India to Iran, and due to international hostilities, the consignment could not be delivered and allegedly got damaged during transit. A foreign arbitral award came to be passed against the revision petitioner. The revision petitioner thereafter initiated proceedings, which were returned by the impugned order on the ground of lack of jurisdiction.

4. The learned *Amicus Curiae* referred to Section 48 of the Arbitration and Conciliation Act, 1996 and also to Order V Rule 9 and Order V Rule 9-A of the Code of Civil Procedure, 1908 with regard to the mode and manner of service of summons. The said provisions are extracted hereunder:

Section 48 of the Arbitration and Conciliation Act, 1996:

“48. Conditions for enforcement of foreign awards.—



(1) Enforcement of a foreign award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the court proof that—

(a) the parties to the agreement referred to in section 44 were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or (b) the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or

(c) the award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration: Provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be enforced; or

(d) the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

(e) the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.



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(2) Enforcement of an arbitral award may also be refused if the Court finds that—

(a) the subject-matter of the difference is not capable of settlement by arbitration under the law of India; or

(b) the enforcement of the award would be contrary to the public policy of India. [Explanation 1.—For the avoidance of any doubt, it is clarified that an award is in conflict with the public policy of India, only if,—

(i) the making of the award was induced or affected by fraud or corruption or was in violation of section 75 or section 81; or

(ii) it is in contravention with the fundamental policy of Indian law; or

(iii) it is in conflict with the most basic notions of morality or justice. Explanation 2.—For the avoidance of doubt, the test as to whether there is a contravention with the fundamental policy of Indian law shall not entail a review on the merits of the dispute.]

(3) If an application for the setting aside or suspension of the award has been made to a competent authority referred to in clause (e) of sub-section (1) the Court may, if it considers it proper, adjourn the decision on the enforcement of the award and may also, on the application of the party claiming enforcement of the award, order the other party to give suitable security.”



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Order V Rule 9 of the C.P.C.:

“9. Delivery of summons by Court.—(1) Where the defendant resides within the jurisdiction of the Court in which the suit is instituted, or has an agent resident within that jurisdiction who is empowered to accept the service of the summons, the summons shall, unless the Court otherwise directs, be delivered or sent either to the proper officer to be served by him or one of his subordinates or to such courier services as are approved by the Court.

(2) The proper officer may be an officer of a Court other than that in which the suit is instituted, and, where he is such an officer, the summons may be sent to him in such manner as the Court may direct.

(3) The services of summons may be made by delivering or transmitting a copy thereof by registered post acknowledgment due, addressed to the defendant or his agent empowered to accept the service or by speed post or by such courier services as are approved by the High Court or by the Court referred to in sub-rule (1) or by any other means of transmission of documents (including fax message or electronic mail service) provided by the rules made by the High Court: Provided that the service of summons under this sub-rule shall be made at the expenses of the plaintiff.

(4) Notwithstanding anything contained in sub-rule (1), where a defendant resides outside the jurisdiction of the Court in



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which the suit is instituted, and the Court directs that the service of summons on that defendant may be made by such mode of service of summons as is referred to in sub-rule (3) (except by registered post acknowledgment due), the provisions of rule 21 shall not apply.

(5) When an acknowledgment or any other receipt purporting to be signed by the defendant or his agent is received by the Court or postal article containing the summons is received back by the Court with an endorsement purporting to have been made by a postal employee or by any person authorised by the courier service to the effect that the defendant or his agent had refused to take delivery of the postal article containing the summons or had refused to accept the summons by any other means specified in sub-rule (3) when tendered or transmitted to him, the Court issuing the summons shall declare that the summons had been duly served on the defendant: Provided that where the summons was properly addressed, pre-paid and duly sent by registered post acknowledgment due, the declaration referred to in this sub-rule shall be made notwithstanding the fact that the acknowledgment having been lost or mislaid, or for any other reason, has not been received by the Court within thirty days from the date of issue of summons.

(6) The High Court or the District Judge, as the case may be, shall prepare a panel of courier agencies for the purposes of sub-rule (1)."



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Order V Rule 9-A of the C.P.C.:

“9A. Summons given to the plaintiff for service.—

(1) The Court may, in addition to the service of summons under rule 9, on the application of the plaintiff for the issue of a summons for the appearance of the defendant, permit such plaintiff to effect service of such summons on such defendant and shall, in such a case, deliver the summons to such plaintiff for service.

(2) The service of such summons shall be effected by or on behalf of such plaintiff by delivering or tendering to the defendant personally a copy thereof signed by the Judge or such officer of the Court as he may appoint in this behalf and sealed with the seal of the Court or by such mode of service as is referred to in sub-rule (3) of rule 9.

(3) The provisions of rules 16 and 18 shall apply to a summons personally served under this rule as if the person effecting service were a serving officer.

(4) If such summons, when tendered, is refused or if the person served refuses to sign an acknowledgment of service or for any reason such summons cannot be served personally, the Court shall, on the application of the party, re-issue such summons to be served by the Court in the same manner as a summons to a defendant.]”

5. He further submitted that in view of the amendment which came into



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force on 23.10.2015, the jurisdiction to entertain matters relating to enforcement of foreign awards is vested with the High Court and not the District Court. Therefore, the Principal District Judge was justified in returning the petition for presentation before the competent High Court.

6. The only contention of the learned counsel for the revision petitioner is that the amendment came into effect subsequent to the initiation of proceedings in the year 2007, and therefore, the amended provision ought not to be applied retrospectively. However, once jurisdiction is statutorily conferred upon a particular forum, the matter must be presented before the court having such jurisdiction at the time of consideration.

7. This Court finds no infirmity in the order passed by the learned Principal District Judge returning the petitions for presentation before the appropriate High Court. However, the observation that jurisdiction vests specifically with the Madurai Bench requires clarification. As per Section 47 of the Arbitration and Conciliation Act, 1996, the petition has to be presented before the High Court having original jurisdiction over the subject-matter of the award, namely, the High Court of Madras at its Principal Seat, if it has such original jurisdiction.



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8. Accordingly, the revision petitioner is at liberty to present appropriate proceedings before the High Court having original jurisdiction in accordance with Section 47 of the Arbitration and Conciliation Act, 1996. If there is any delay, the same may be considered sympathetically, taking into account the pendency of Ar.O.P.Nos.222 and 223 of 2007 before the District Court.

9. The Principal District Court, Tuticorin, is directed to return all the original documents filed in Arbitration O.P. Nos. 222 and 223 of 2007, along with the court fee paid and the deposited amount of Rs.12,50,000/- (Rupees Twelve Lakhs and Fifty Thousand only) each, paid by way of challans dated 24.04.2008, to the respective parties, in accordance with the relevant rules and regulations.

10. In view of the above terms, these Civil Revision Petitions stand disposed of. There shall be no order as to costs.

11. This Court places on record its appreciation for the valuable assistance rendered by Mr. K.N. Thambi, learned *Amicus Curiae*.



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Speaking : Yes / No

NCC : Yes / No

Internet : Yes / No

Index : Yes / No

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To

The Principal District Court,
Tuticorin, Tuticorin District.

Copy to

Mr.K.N.Thambi,
Amicus curiae



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N.SENTHILKUMAR,J.

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