

**(SHOW CAUSE NOTICE BEFORE ADMISSION)
IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

TUESDAY, THE THIRTEENTH DAY OF JULY
TWO THOUSAND AND TWENTY ONE

: PRESENT:
THE HON'BLE SRI JUSTICE A.ABHISHEK REDDY

I COM AOA NO: 1 OF 2021

Between:

M/s. Asia Pacific Flight Training Academy Limited, having its registered office at GMR HIAL Airport Office, Rajiv Gandhi International Airport, Shamshabad, Hyderabad, Telangana-500 108, represented by its Authorized Signatory Mr. Hemanth Dhandapani.

Petitioner

AND

1. APFT Aviation SDN BHD, having its Business office at Suite 9B.03, 10th Floor Wisma E&C, No. 2, Jalan Dungun Kiri, 50490, Kuala Lumpur, Malaysia,
Also at:
54B, Damai Complex, Jalan Lumut, Kuala Lumpur, Wilayah Persekutuan-50400,
Also at:
Unit 302, Level 3, Block E, Phileo Damansara 1, Jln 16/11, Pusat Perdagangan Phileo Damansara 46350, Petaling Jaya, Selangor Darul Ehsan.
2. Mr. Liew Yong Min, alleged Executive Director of M/s. APFT Aviation SDN BHD 25, Jalan, Jintan, Taman Supreme, 56100 Cheras, Kuala Lumpur, Malaysia.
3. UK Aviation Sales Limited, having its office at Rumwell Hall, Rumwell, Taunton, TA4 1EU, United Kingdom.

Respondents

WHEREAS the petitioner above named through its Advocate M/s. Link Legal, presented this application under Section 9 of the Arbitration and Conciliation Act, 1996, praying that the High Court may be pleased to;

- A). pass an order restraining the Respondent Nos. 1 to 3 from creating any third-party interest / right / title on the subject 4 Aircraft and Simulator either directly or indirectly or from selling, transferring, leasing or creating encumbrance in any way;
- B). Pass an order restraining the Respondent No.3 from asserting its rights under the purported lease executed by Respondent No.1 in favour of Respondent No.3 in respect of subject 4 Aircraft and Simulator as being claimed by Respondent No.3 in its letter dated 28 June 2021;
- C). Pass an order restraining the Respondents from taking any steps for deregistration of the subject 4 Aircraft and Simulator with the Directorate General of Civil Aviation ('DGCA');
- D). Pass an order restraining the Respondents from taking the subject 4 Aircraft and Simulator out of India;
- E). Pass ex-parte-ad-interim order(s) in terms of the prayers (A) to (D) above;
- F). Grant costs of these proceedings.

AND WHEREAS the High Court upon perusing the petition and affidavit filed herein and upon hearing the arguments of M/s. Link Legal, Advocate for the Applicant, made the following

ORDER:

Notice before admission.

Learned counsel for the petitioner is directed to take out personal notice to respondent Nos.2 and 3 and file proof of service into Registry.

Post on 16.08.2021.

Learned counsel for the petitioner has stated that the petitioner entered an agreement with respondent No.1. As per the terms of the agreement, the Lessor shall raise the quarterly invoice and the Lessee shall pay the same within thirty (30) days from the date of the invoice. Moreover, as per clause 14.3 of the agreement, dated 11.10.2018, either party may terminate the agreement by providing six months' notice in advance. That there is no breach of the terms of the contract. *In spite* of the same, the respondent No. 1 did not put the petitioner on notice before passing the termination order. Learned counsel has further stated that the petitioner was issued the invoices for the quarters covering the months of April, May and June, which amounts have also been paid by the petitioner herein. Learned counsel has expressed the apprehension that the respondent No.3 may take away the Aircraft, which is the subject matter of the present application. Learned counsel has further stated that nearly 62 students are undergoing training in the petitioner Institution and in case, the respondent No.3 succeeds in taking away the Aircrafts, the petitioner will be put to grave and irreparable loss and the training programme of the students will be jeopardized and they will be thrown on the roads.

Having regard to the above made submissions, there shall be interim direction (1) restraining the respondents from creating any third party interest/right/title on the subject 4 aircraft and simulator either directly or indirectly or from selling, transferring, leasing or creating encumbrance in any way; (2) restraining the respondent No.3 from asserting its rights under the purported lease executed by respondent No.1 in favour of respondent No.3 in respect of subject 4 Aircraft and Simulator as being claimed by respondent No.3; (3) restraining the respondents from taking any steps for deregistration of the subject 4 Aircraft and Simulator with the Directorate General of Civil Aviation; and (4) restraining the respondents from taking the subject 4 Aircraft and Simulator out of India.

However, it is made clear that the petitioner shall pay the rental amounts as per the terms of the agreement pending further orders in the present application.

You viz:

1. APFT Aviation SDN BHD, having its Business office at Suite 9B.03, 10th Floor Wisma E&C, No. 2, Jalan Dungun Kiri, 50490, Kuala Lumpur, Malaysia,
Also at:
54B, Damai Complex, Jalan Lumut, Kuala Lumpur, Wilayah Persekutuan-50400,
Also at:
Unit 302, Level 3, Block E, Phileo Damansara 1, Jln 16/11, Pusat Perdagangan Phileo Damansara 46350, Petaling Jaya, Selangor Darul Ehsan.
2. Mr. Liew Yong Min, alleged Executive Director of M/s. APFT Aviation SDN BHD 25, Jalan, Jintan, Taman Supreme, 56100 Cheras, Kuala Lumpur, Malaysia.

3. UK Aviation Sales Limited, having its office at Rumwell Hall, Rumwell, Taunton, TA4 1EU, United Kingdom.

are directed to show cause on or before 16.08.2021 to which date the case stands posted as to why in the circumstances set out in the application and the affidavit filed therewith (copy enclosed) this INTERNATIONAL COMMERCIAL ARBITRATION ORIGINAL APPLICATION should not be admitted.



//TRUE COPY//

SECTION OFFICER

To,

1. APFT Aviation SDN BHD, Business office at Suite 9B.03, 10th Floor Wisma E&C, No. 2, Jalan Dungun Kiri, 50490, Kuala Lumpur, Malaysia,
2. APFT Aviation SDN BHD, 54B, Damai Complex, Jalan Lumut, Kuala Lumpur, Wilayah Persekutuan-50400,
3. APFT Aviation SDN BHD, Unit 302, Level 3, Block E, Phileo Damansara 1, Jln 16/11, Pusat Perdagangan Phileo Damansara 46350, Petaling Jaya, Selangor Darul Ehsan.
4. Mr. Liew Yong Min, alleged Executive Director of M/s. APFT Aviation SDN BHD 25, Jalan, Jintan, Taman Supreme, 56100 Cheras, Kuala Lumpur, Malaysia.
5. UK Aviation Sales Limited, having its office at Rumwell Hall, Rumwell, Taunton, TA4 1EU, United Kingdom. (Addressees 1 to 5 by AIRMAIL- along with a copy of petition and affidavit)
6. One CC to M/s. Link Legal, Advocates [OPUC]
7. One spare copy

HIGH COURT

AAR,J

DATED: 13-07-2021

NOTE: POST ON 16-08-2021

NOTICE BEFORE ADMISSION

ICOMAOA.No.1 of 2021

DIRECTION

