



O.A. No.649 of 2025

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.06.2025

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

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TRUE NETWORK ALLIANCE INFRA

PRIVATE LIMITED,

Rep. by its Managing Director

K. Ayyappan

.. Applicant.

Versus

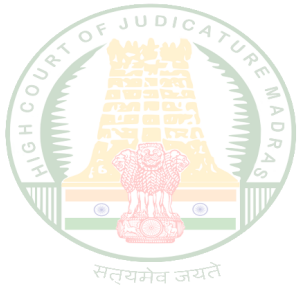
1. TEJAS ARTS and 2 others

... Respondents

For Applicant : Ms.S.P. Arthi

ORDER

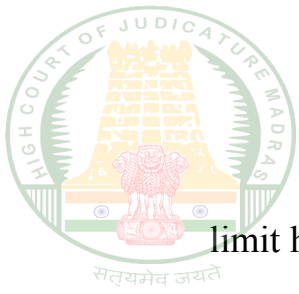
This petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking for an order of interim injunction to restrain the respondents from removing, disposing of, transferring or creating third party rights over or dealing with the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons.



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2. The applicant had entered into a Memorandum of Understanding, dated 29.03.2025 with the 1st respondent under which, the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons were agreed to be bought from the respondents by paying a total consideration of Rs.90,00,000/- on or before 31.03.2025. However, according to the applicant, subsequently, the said Memorandum of Understanding was revised and the total consideration payable by the applicant to the respondent was revised to Rs.1,32,16,000/-. The applicant has also placed on record before this Court, the invoice raised by the 1st respondent, dated 08.05.2025 in favour of the applicant for the purchase of the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons. The applicant has stated in the affidavit filed in support of this application that the applicant was always ready and willing to pay the balance sale consideration and purchase the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons from the respondents. According to the applicant, they have already paid a sum of Rs.75,40,000/- to the respondents towards part sale consideration, out of the total sale consideration of Rs.1,32,16,000/-. The applicant claims that no time



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limit has been fixed for payment of the balance sale consideration by the respondents.

3. Subsequent to the revision of the Memorandum of Understanding, dated 29.03.2025, the applicant claims that it had recently noticed that the respondents are attempting to dismantle the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons and they are attempting to alienate the same to third parties. The applicant claims, if that is allowed to happen, they will be put to irreparable loss and hardship. Photographs have also been filed along with this application to support the applicant's contention that the respondents are dismantling the plant and removing the same from the premises. The ledger statement sent by the respondents to the applicant has also been filed along with this application to establish the case of the applicant that a sum of Rs.75,40,000/- has already been paid by the applicant to the respondents towards part sale consideration for the purchase of the Plant and machineries / equipments / accessories morefully described in the schedule to the Judges Summons.

4. There exists an arbitration clause in the Memorandum of Understanding, dated 29.03.2025. The applicant has expressed its



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willingness to go for arbitration in accordance with the arbitration clause.

WEB COPY 5. This Court after giving due consideration to the contents of the affidavit filed in support of this application as well as the documents filed along with this application is of the considered view that a prima facie case has been made out by the applicant for the grant of interim injunction as prayed for and they have also established balance of convenience and irreparable hardship. Accordingly, there shall be an order of interim injunction as prayed for in O.A No.649 of 2025.

6. The applicant shall initiate arbitration in accordance with the arbitration agreement contained in the contract within a period of 90 days from the date of receipt of a copy of this order. In case, the applicant fails to initiate arbitration within the stipulated time, the interim injunction order granted by this Court today shall stand automatically vacated.

7. Notice to the respondents, returnable by 21.07.2025. Private notice is also permitted.

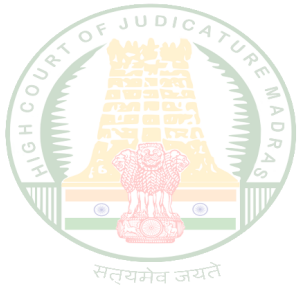
8. Post the matter on **21.07.2025.**

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ABDUL QUDDHOSE, J.

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