



Original Application No.1027 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.10.2025

CORAM

THE HONOURABLE Mr.JUSTICE N.ANAND VENKATESH

O.A.No.1027 of 2025

M/s.Kabini Foods
A Partnership Firm
Rep. by its Authorised Signatory Mr.Karthi Jayakumar
No.99, Thiruneeralai Road
Nagalkeni, Chrompet
Chennai - 600 044

.. Applicant

Vs.

M/s.Sai Foods
Rep. by its Authorised Signatories-Ramarethinam & Balaji
Having registered office at
No.1/990-1, Avvai Street
Bharathi Nagar, Ramanathapuram
Tamil Nadu 623 503
Email : saifoodsramnad@gmail.com
and 2 others

.. Respondents

For Applicant : Mr.M.S.Bharath

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as “the Act”) for the relief of interim injunction restraining the respondents from operating any business of a similar nature to that of the applicant and for other consequential interim reliefs.

2. This Court heard learned counsel for applicant and carefully perused the materials available on record.



Original Application No.1027 of 2025

WEB COPY

3. The applicant has developed its restaurant business by opening outlets under the brand name Khalids Biriyani. They are in the business right from the year 2020. Due to the popularity of the brand, they have extended the business within Chennai and across the State of Tamil Nadu. The applicant has also secured a formal trademark protection of Khalids Biriyani in India as well as in multiple international jurisdictions. By virtue of the continuous and extensive use of the mark coupled with the statutory registration, the applicant has acquired substantial rights and goodwill for the trademark Khalids Biriyani.

4. The applicant and respondents 2 and 3, acting on behalf of the first respondent, entered into a Franchise Agreement dated 25.01.2021 whereby the applicant granted the respondents a non-exclusive, non-transferable and limited right to establish and operate a franchise outlet under the applicant's brand name Khalids Biriyani. The parties are bound by the terms and conditions of agreement, which provided for payment of franchise fee, royalty payments, *etc.*

5. The respondents failed to pay the royalty from May 2023 and in spite of repeated reminders and demands, the respondents failed to pay the royalty amount. While so on 01.10.2025, the respondents issued a termination



Original Application No.1027 of 2025

WEB COPY

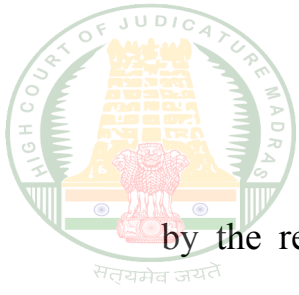
6. The applicant also issued a formal legal notice to the respondents and refuted the allegations made in the termination notice. They also demanded for refund of the non-refundable franchise fee and sought for payment of compensation. For this notice, a reply notice was also given by the respondents.

7. The grievance of the applicant is that even though the Franchise Agreement was terminated effective from 01.10.2025, the respondents are continuing to use the applicant's trademark Khalids Biriyani. It is under these circumstances, the applicant issued the trigger notice under Section 21 of the Act on 09.10.2025 formally communicating the intention of the applicant to commence arbitration proceedings in accordance with the agreement. The notice also includes a proposal for appointment of a sole Arbitrator to adjudicate the dispute.

N.ANAND VENKATESH, J.

gya

8. A *prima facie* case has been made out and this Court finds that the continuation of the usage of the trademark of the applicant *viz.*, Khalids Biriyani



Original Application No.1027 of 2025

by the respondents will cause irreparable loss and hardship to the applicant

WEB COPY

since the period has already come to end in October' 2024. Hence, there shall be

an order of interim injunction as prayed for.

9. Notice to the respondents returnable by 02.12.2025. Private notice is also permitted. The applicant shall comply with Order XXXIX Rule 3 CPC.

30.10.2025

gya

O.A.No.1027 of 2025

(1/4)