

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21-01-2026

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

OA Nos. 1027, 1028 and 1029 of 2025

AND

ARB APPLN NOs. 1412 and 1413 OF 2025

1. Ms Kabini Foods
A Partnership Firm
Represented by its authorised
signatory Mr Karthi Jayakumar
No 99, Thiruneeralai Road
Nagalkeni Chrompet,
Chennai 6000044

Applicant(s)

Vs

1. Ms SAI FOODS
Represented by its authorized
signatories
Ramarethinam and Balaji,
Having Registered office at
No.1/990-1, Avvai Street,
Bharathi Nagar,
Ramanathapuram,
Tamil Nadu 623 503.

2. Ramarethinam
Authorized Signatory of Ms SAI
FOODs
Having Registered Office At No 1
990 1 Avvai Street
Bharathi Nagar
Ramanathapuram,
Tamil Nadu 623503

3. Balaji



Authorized Signatory of M/s.SAI
FOODS

Having Registered Office At
No.1/990-1 Avvai Street,
Bharathi Nagar,
Ramanathapuram,
Tamil Nadu 623503

Respondent(s)

For Applicant(s): M/S.MS Bharath
For Joint memo.D.NO. 1734, DT.
Respondent(s): 19/01/2026

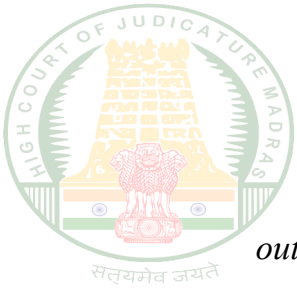
ORDER

These applications were filed seeking for interim reliefs under Section 9 of the Arbitration and Conciliation Act, 1996.

2. When these applications came up for hearing on 30.10.2025, this Court passed the following 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.



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3. *The applicant has developed its restaurant business by opening outlets under the brand name Khalids Biryani. 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 Biryani 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 Biryani.*

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 Biryani. 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 notice.*

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.

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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.

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

3. After service of notice, the parties were able to reach a



settlement and accordingly, a joint memo of compromise has been filed by the applicant and the respondents dated 06.01.2026. The same has been signed by the parties.

4. The terms and conditions of the joint memo of compromise is extracted hereunder:-

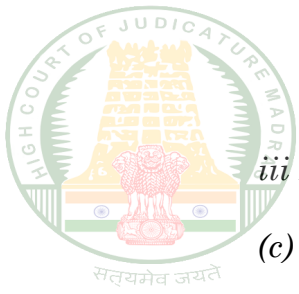
4. In view of the above, the Applicant and the respondents herein have arrived at a consensus to amicably settle the dispute by jointly executing this joint Memorandum of Compromise on the following terms and conditions:-

(a) The respondents confirm that they have ceased the use of the mark “KHALID’s BIRIYANI” and hereby undertake that the respondents will not use the trademark, trade name, device, label, packing domain names, menus, promotional material or any other representation condition “KHALID’s BRIYANI” or any deceptively similar variant in any manner whatsoever.

(b) In consideration of the settlement, the applicant permits the Respondents to continue operating under the name “Bella Briyani”, at their existing business premises namely:

(I) No.1/19990-1 Avvai Street, Bharathi Nagar, Ramanathapuram – 623 503

(ii) 1, Latherms Bunglow Road, GH Road, Near new Bus Stand, Ramanathapuram – 623 501



iii NH32, Keelakarai, Tamil Nadu – 623 517

(c) *The Respondents undertake that they shall not represent, advertise, or imply any association, continuation or rebranding relationship between their business and the Applicant's KHALID's BIRYANI" brand.*

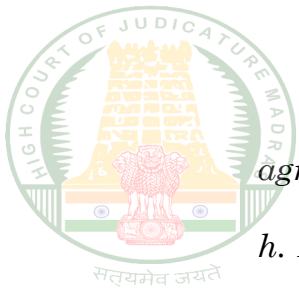
(d) *The Respondents further undertake that BELLA BIRIYANI shall not be projected as a continuation, extension, successor, or rebranding of the Applicant's business under the mark "KHALID's BIRIYANI".*

(e) *The Respondents agree to remove or appropriately modify the phrase 'Founded in 2021' displayed on their website <https://bellabiriyani.com/>, as it inaccurately suggests that Bella Biryani was established in 2021. The respondents further undertake to delete or amend this representation, including any similar misleading statements, within seven (7) days from the date of this Memorandum of compromise.*

f. *The respondents agreed to pay the Applicant a total settlement sum of INR 20,00,000(Rupees Twenty Lakhs Only) and the Respondents confirm that INT 10,00,000 (Rupees Ten Lakhs only) has already been paid to the applicant as part of the settlement and the Applicant herein confirms the receipt of the same.*

g. *The balance amount of INR 10,00,000 (Rupees Ten Lakhs only) shall be paid by the respondents to the Applicant through post-dated cheques, to be honoured within a period of six (6) months as per the*

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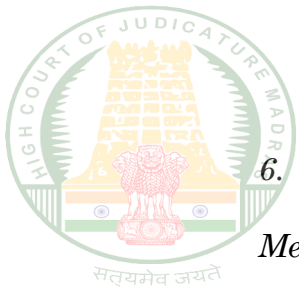
agreed payment schedule table below.

h. In addition, the respondents agree to bear and pay a sum of INR 50,000 (Rupees Seventy Thousand only) towards the Applicant's legal Fees and expenses in the present proceedings. This amount shall be paid before signing of the settlement. The instalment of the post-dated cheque payments as mentioned below.

S.No.	Cheque No.	Date	Amount (INR)
1.	000017	05.01.2026	2,00,000
2.	000018	05.02.2026	2,00,000
3.	000019	05.03.2026	1,50,000
4.	000020	05.04.2026	1,50,000
6.	000022	05.06.2026	1,50,000

I. The parties agree that the settlement recorded herein shall attain finality only upon the applicant receiving and realizing the entire settlement amount, strictly in accordance with the payment schedule agreed between the parties and without any default on the part of the respondents. Upon such complete and timely realization, the applicant shall issue a written confirmation acknowledging that all claims, disputes, rights, demands, liabilities and causes of action arising out of connected with the subject franchise relationship, business transactions, and the present proceedings stand fully and finally settled.

5. The applicant and respondents acknowledge and agree that no alternation to or variation of these terms shall take effect unless and until the same is in writing and signed on behalf of the Applicant and Respondents through their respected authorised representatives.



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6. *The Applicant and respondents hereby agree that this Memorandum of Compromise contain the entire understanding of the parties and supercedes all prior discussions, negotiations, representations and understandings, whether written or not.*

7. *By signing this Memorandum of compromise, the parties confirm that upon receipt and relaisation of the entire settlement amount, they shall have no further claims or demands against each other. The applicant further confirms that it shall not initiate, revive or pursue any civil, criminal, arbitral or statutory proceedings against the respondents in connection with Arb Appl (CommDiv.) Nos.1412 & 1413 of 2025 the related original applications or any dispute arising therefrom, all of which stand amicably resolved.*

8. *The Applicant reserves its right to initiate appropriate proceedings against the respondents before the appropriate forums in case of non-compliance of the above agreed terms and conditions by the respondents herein.*

9. *In view of the above undertaking, it is agreed between the parties that the suit may be decreed and disposed of against the respondents in terms of the present Memorandum of compromise.*

5. In the light of the above development, these applications are disposed of in terms of the joint memo of compromise dated



06.01.2026. No costs.

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Index:Yes/No

Speaking/Non-speaking order

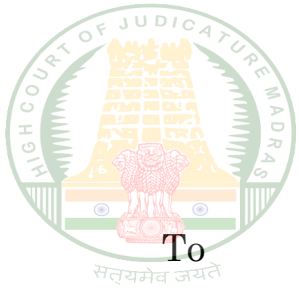
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Neutral Citation:Yes/No

OA Nos. 1027, 1028 and 1029 of 2



21-01-2026



To

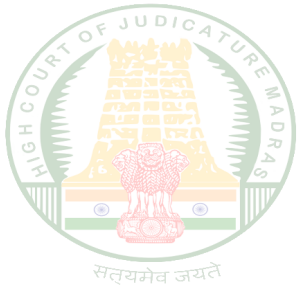
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Represented by its authorized signatories Ramarethinam and Balaji, Having Registered office at No.1/990-1, Avvai Street, Bharathi Nagar, Ramanathapuram, Tamil Nadu 623 503.

2. Ramarethinam Authorized Signatory of Ms SAI FOODS S Having Registered Office At No 1 990 1 Avvai Street Bharathi Nagar Ramanathapuram Tamil Nadu 623503

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