

WEB COPY



Original Application No.1071 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.11.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Original Application No.1071 of 2025

Touch Hospital Pvt. Ltd.

Represented by its Authorised Signatory

#4-63, Janmabhoomi Nagar,

Mancherial, Telangana – 504 208.

.... Applicant

Vs.

Corvita Healthcare Pvt. Ltd.,

#3-20/DV/114, St.No.03, Dream Valley,

Qutubullapur, Bachupally,

Hyderabad, Rangareddy,

Telangana – 500 090.

.... Respondent

Original Application filed under Order XIV Rule 8 of O.S.Rules read with Section 9(a)&(e) of the Arbitration and Conciliation Act, 1996, praying to grant an order of interim injunction restraining the respondent from interfering with the applicant's engagement of a third-party independent service provider to perform necessary maintenance and urgent repairs.

For Applicant : Mr.Rahul Balaji

ORDER



Original Application No.1071 of 2025

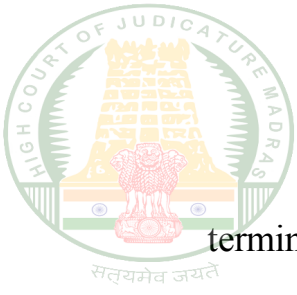
WEB COPY

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] seeking interim injunction restraining the respondent from interfering with dismantling, removing *etc.* until the Arbitral Tribunal determines the disputes between the parties.

2. Heard Mr.Rahul Balaji, learned counsel for applicant and carefully perused the materials available on record.

3. During the year 2023, the applicant decided to establish a Cath-lab facility with advanced diagnostic imaging and instruments to perform invasive procedures in the heart and blood vessels. For this purpose, the applicant entered into Memorandum of Understanding (MOU) with the respondent dated 18.01.2023 and 08.12.2023. As per the MOU, the minimum tenure was fixed as nine years. The ownership of the machine will remain with the supporting party and the obligation of the respondent is to supply and maintain the Cath-lab and provide timely services.

4. The respondent, through a communication dated 30.12.2024, expressed dissatisfaction with regard to payments. Ultimately, through a



Original Application No.1071 of 2025

termination notice dated 26.07.2025, the respondent had terminated the contract. As per the termination notice, the respondent asked the applicant either to purchase or dismantle the equipment. Thereafter, there was no communication between the parties. Considering the nature of service rendered by the applicant before initiation of arbitral proceedings, the applicant wanted an interim protection. It is under these circumstances, the present application came to be filed before this Court.

5. A *prima facie* case has been made out. Hence, there shall be an order of interim injunction as prayed for till 15.12.2025. The applicant is directed to maintain the accounts.

Notice to respondent returnable by 15.12.2025. Private notice is also permitted. The applicant shall comply with Order XXXIX Rule 3 CPC.

gm

17.11.2025

N.ANAND VENKATESH, J.

gm



WEB COPY



Original Application No.1071 of 2025

Original Application No.1071 of 2025

17.11.2025