

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
22.06.2026PRONOUNCED ON
21.09.2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

A Nos. 1530 & 1531 of 2026
and A Nos. 1714 & 1715 of 2026
and A.No.273 of 2026
in C.S.(COMM.DIV.)No.205 of 2026

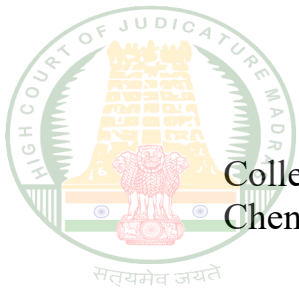
A.No.1530 of 2026

John Praveen Reginold,
Represented by its Whole Time Director,
Fretlog India Pvt. Ltd., Prince Tower, 1st Floor,
Door No 52/53, College road, Nungambakkam,
Chennai-600006.

..Applicant(s)

Vs

1. M/s.TMT Cold Storage Private Limited,
Authorized Signatory,
Mr.C.Karthikeya, No.51, Krishnadass Road,
Jamaliya, Chennai-600 012.
2. FRETLOG India Pvt. Ltd.,
(Owners and parties interested in FETLOG
India Pvt.Ltd.,) Sanjona Chambers, 10th Floor,
Office No.1002, (Opp. IIPS) BKSD Marg,
Govandi Station Road, Mumbai-400 088.
3. Pradeep ARS ALWAR,
Rep by its Managing Director & Company
Secretary, Fretlog India Private Ltd.,
Prince Tower, 1st Floor, Door No 52/53,
College Road, Nungambakkam,
Chennai-600006.
4. Muharrem Dursun,
Rep by its Managing Director and Company
Secretary, Fretlog India Pvt. Ltd., Prince
Tower, 1st Floor, Door No 52/53,



College Road, Nungambakkam,
Chennai-600 006

..Respondent(s)

A No. 1531 of 2026

FRETLOG India Pvt. Ltd.,
(Owners and parties interested in FETLOG
India Pvt.Ltd.,) Sanjona Chambers, 10th Floor,
Office No.1002, (Opp. IIPS) BKSD Marg,
Govandi Station Road, Mumbai-400 088.

..Applicant(s)

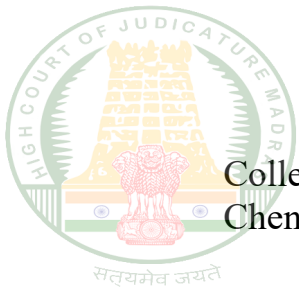
Vs

1. M/s.TMT Cold Storage Private Limited,
Authorized Signatory,
Mr.C.Karthikeya, No.51, Krishnadass Road,
Jamaliya, Chennai-600 012.
2. John Praveen Reginold,
Represented by its Whole Time Director,
Fretlog India Pvt. Ltd., Prince Tower, 1st Floor,
Door No 52/53, College road, Nungambakkam,
Chennai-600006.
3. Pradeep ARS ALWAR,
Rep by its Managing Director & Company
Secretary, Fretlog India Private Ltd.,
Prince Tower, 1st Floor, Door No 52/53,
College Road, Nungambakkam,
Chennai-600006.
4. Muharrem Dursun,
Rep by its Managing Director and Company
Secretary, Fretlog India Pvt. Ltd., Prince
Tower, 1st Floor, Door No 52/53,
College Road, Nungambakkam,
Chennai-600 006.

..Respondent(s)

A No. 1714 of 2026

Muharrem Dursun,
Rep by its Managing Director and Company
Secretary, Fretlog India Pvt. Ltd., Prince Tower,
1st Floor, Door No 52/53,



College Road, Nungambakkam,
Chennai-600 006.

..Applicant(s)

Vs

WEB COPY

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Authorized Signatory,
Mr.C.Karthikeya, No.51, Krishnadass Road,
Jamaliya, Chennai-600 012.
2. FRETLOG India Pvt. Ltd.,
(Owners and parties interested in FETLOG
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Office No.1002, (Opp. IIPS) BKSD Marg,
Govandi Station Road, Mumbai-400 088.
3. John Praveen Reginold,
Represented by its Whole Time Director,
Fretlog India Pvt. Ltd., Prince Tower, 1st Floor,
Door No 52/53, College road, Nungambakkam,
Chennai-600006.
4. Pradeep ARS ALWAR,
Rep by its Managing Director & Company
Secretary, Fretlog India Private Ltd.,
Prince Tower, 1st Floor, Door No 52/53,
College Road, Nungambakkam,
Chennai-600006.

..Respondent(s)

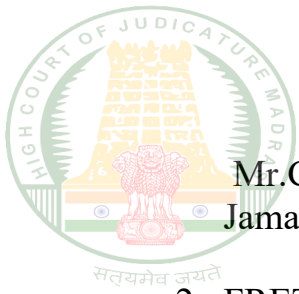
A No. 1715 of 2026

Pradeep ARS ALWAR,
Rep by its Managing Director & Company
Secretary, Fretlog India Private Ltd.,
Prince Tower, 1st Floor, Door No 52/53,
College Road, Nungambakkam,
Chennai-600006.

..Applicant(s)

Vs

1. M/s.TMT Cold Storage Private Limited,
Authorized Signatory,



Mr.C.Karthikeya, No.51, Krishnadass Road,
Jamaliya, Chennai-600 012.

2. FRETLOG India Pvt. Ltd.,
(Owners and parties interested in FETLOG
India Pvt.Ltd.,) Sanjona Chambers, 10th Floor,
Office No.1002, (Opp. IIPS) BKSD Marg,
Govandi Station Road, Mumbai-400 088.

3. John Praveen Reginold,
Represented by its Whole Time Director,
Fretlog India Pvt. Ltd., Prince Tower, 1st Floor,
Door No 52/53, College road, Nungambakkam,
Chennai-600006.

4. Muharrem Dursun,
Rep by its Managing Director and Company
Secretary, Fretlog India Pvt. Ltd., Prince
Tower, 1st Floor, Door No 52/53,
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Chennai-600 006.

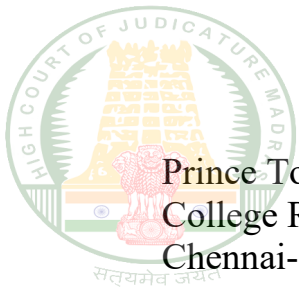
..Respondent(s)

A.No.273 of 2026

1.FRETLOG India Pvt. Ltd.,
(Owners and parties interested in
FETLOG India Pvt.Ltd.,)
Sanjona Chambers, 10th Floor,
Office No.1002, (Opp. IIPS) BKSD Marg,
Govandi Station Road, Mumbai-400 088.

2.John Praveen Reginold,
Represented by its Whole Time Director,
Fretlog India Pvt. Ltd.,
Prince Tower, 1st Floor,
Door No 52/53, College road,
Nungambakkam, Chennai-600006.

3.Pradeep ARS ALWAR,
Rep by its Managing Director & Company
Secretary, Fretlog India Private Ltd.,



Prince Tower, 1st Floor, Door No 52/53,
College Road, Nungambakkam,
Chennai-600006.

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4.Muharrem Dursun,
Rep by its Managing Director and
Company Secretary, Fretlog India Pvt. Ltd.,
Prince Tower, 1st Floor, Door No 52/53,
College Road, Nungambakkam,
Chennai-600 006.

... Applicant(s)

Vs

1.M/s.TMT Cold Storage Private Limited,
Authorized Signatory,
Mr.C.Karthikeya, No.51,
Krishnadass Road, Jamaliya,
Chennai-600 012.

... First respondent/ plaintiff

2.Llyod Insulations (India) Limited,
Plot No.2, Punj Sons Premises,
Industrial Area Kalkaji,
Kalkaji, South Delhi, New Delhi – 110 019.
Represented by its Chairman & Managing Director.

... Second respondent/ Third party

PRAYER in A No. 1530 of 2026:- Application filed to grant leave to the
Applicant/2nd Defendant to defend the C.S(Comm.Div) No. 205/2025.

PRAYER in A No. 1531 of 2026:- Application filed to grant leave to the
Applicant/1st Defendant to defend the C.S (Comm.Div).No. 205/2025

PRAYER in A No. 1714 of 2026:- Application filed to grant leave to the
Applicant/Defendants 4 to defend the C.S.(Comm.Div) No.205 of 2025.

PRAYER in A No. 1715 of 2026:- Application filed to grant leave to the
Applicant/Defendant 3 to defend the C.S.(Comm.Div) No.205 of 2025.

PRAYER in A.No. 273 of 2026:- Application filed to implead the second respondent as third party mentioned in the application and make them as a party as defendant in the above suit.

In all Applications:-

For Applicant(s): Mr.S.P.Sudharshan
for Mr.Joy Thanthil Ittoop

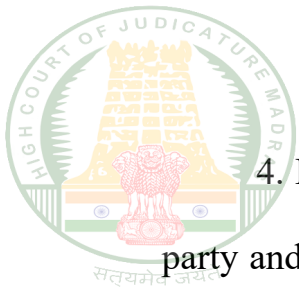
For Respondent(s): Mr.B.Janakiram

COMMON ORDER

These applications have been taken out by the respective defendants for grant of leave to defend the suit which have been filed under Order XXXI Rule 1 CPC and one another application had been taken out by the defendants to implead the third party.

2. Heard Mr.S.P.Sudharshan, learned counsel appearing for the applicants and Mr.B.Janakiram, learned counsel appearing on behalf of the respondents.

3. Learned counsel appearing for the applicants/ defendants would submit that the suit is not based upon a Bill of exchange, hundi or a promissory note as contemplated under Order XXXVII CPC and the same arises out of disputed questions relating to warehouse charges, customs bond obligations and third party liabilities involving a third party. Hence, the issues involved are contentious and involves triable mixed issues of fact and law.



4. He would further submit that the applicants had stored cargo of a third party and hence, the third party is only liable for payment of custom duty as an importer and without impleading the importer, the suit as against the applicants firstly would not maintainable as they are not liable to pay the said charges for which the suit claim based on the bill of lading have been filed. Hence, they had also taken out an application to implead the said third party and they pray this Court to grant leave to defend the suit as well as to implead the third party.

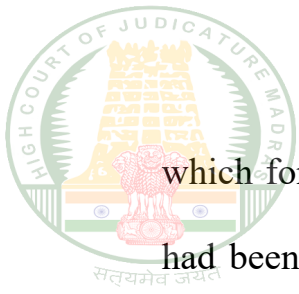
5. Countering his arguments, the learned counsel appearing for the respondent/ plaintiff would submit that the suit had been instituted for recovery of money arising out of warehousing and services that had been availed of by the applicants/ defendants and the claim of the respondent is also supported by the accepted tariff and issuance of invoices based upon the same and acknowledgement of invoices and part payments made by the applicants from their own bank accounts. The attempt made by the applicants in seeking leave is only to protract the proceedings. The alleged customs proceedings against the importer cannot be taken benefit of by the applicants to absolve their liability which arises under the independent commercial dealings between the parties. The indemnity agreement between the applicants and the third party cannot be passed upon the respondent/ plaintiff as the warehousing agreement for storage of bonded goods that are independent of the third party and is only between the applicant and the respondents. Hence, he would submit that there are no triable



issues between the parties as claimed by the applicants and also that there is no necessity to implead the alleged third party as a party to the suit as it is the domain of the respondent/ plaintiff to implead the necessary party and in the event if he had failed to implead the necessary party, it will be only the plaintiff who would suffer and not the applicants. Hence, he prays this Court to dismiss the application.

6. I have considered the submissions made by the learned counsels appearing on either side and perused the materials available on record before this Court.

7. The plaint had been filed on a cause of action that the applicants have approached the respondent/ plaintiff for using the respondent's cold storage warehouse within the customs area and had been utilised by the applicants for the said purpose. It is also the claim of the respondent/ plaintiff that it had been issued with a notice for recovery of duty and interest as the importer had not paid the customs duty and it is also alleged that the same had been intimated to the applicants. On the said cause of action, the present suit had been instituted against the respective applicants jointly and severally to pay the respondent a sum of Rs.1,6,14,595/-. Analysing the claim of the applicants vis-a-vis the cause of action that had been raised in the plaint, would indicate that a third party liability as claimed by the applicants is also evident. The proforma invoices



which forms a part of the plaint documents also indicate that the products that had been stored with the respondents belong to a third party whose name has been shown as importer.

8. It is the claim of the respondent that the invoices are passed on a commercial transaction which included agreed tariff on which the invoices were raised to which there is an acknowledgement of liability and part payments are made by the applicants. But the same had been disputed by the applicants that there are contentious and triable mixed issue of facts which includes the claim under the invoices based upon the agreed tariffs. That apart, the cause of action itself discloses that notice had also been issued in respect of non-payment of custom duty by an importer who is a third party in the suit that had been made. This Court is of the view that the *lis* involves contentious triable issues that is to be resolved. In that regard, this Court finds no impediment in granting the leave as prayed for.

9. Similarly, the averments in the plaint also indicates that a third party liability for which notice have been issued by the Customs Authority to the plaintiffs and hence, the third party who is sought to be impleaded is also *prima facie* view of the Court is a necessary party to the *lis*. However, considering the fact that the notice have not been issued to the said third party in the application, it would only be imperative to proceed with the application to implead after the



issuance of notice to the said proposed third party. Accordingly, the applications for leave to sue is allowed. However, there shall be no order as to costs.

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21.09.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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A No. 1530 of 2



Order QR

K.KUMARESH BABU J.

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Pre-delivery Common Order made in
A Nos. 1530 & 1531 of 2026
and A Nos. 1714 & 1715 of 2026
and A.No.273 of 2026
in C.S.(COMM.DIV.)No.205 of 2026

21.09.2026
(1/2)