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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
11.08.2026

PRONOUNCED ON
21.09.2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb Appln Nos.614 to 616 & 803 of 2026
& Arb Appln 118390 of 2026 &
Arb Appln 1513 to 1520 of 2026

Arb Appln Nos.614 to 616 & 803 of 2026

Samunnati Agri Value Chain Solutions Pvt Ltd,
(Formerly Samunnati Financail Intermediation
and Services Pvt., Ltd., and Samunnati Agro
Solution Private Limited)

Having its registered address at
Baid Hi Tech Park, 8th Floor, No.129 B,
East Coast Road, Thiruvanmiyur, Chennai,
Tamil Nadu – 600 004,
India,

Through the Authorised Signatory Dr.Vasudevan S.

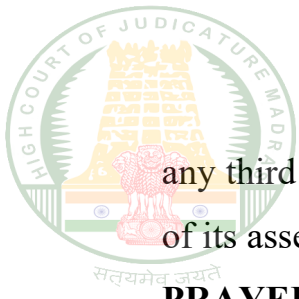
... Petitioner

Vs

Gogreen Warehouses Pvt Ltd.,
Having its registered address at 305, Nilima Park Society,
Arohi Complex Guj University Road,
Navrangpura, Ahemdabad, Gujarat – 380 009

... Respondent

PRAYER in Arb.Appln. No.614 of 2026:- This Application had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to order and direct the respondent to forthwith disclose on affidavit before this Court details of (i) all its assets – movable (including but not limited to share) and immovable, monies, bank deposits and accounts held by its singly or jointly (with any person or entity) and/or severally wherever in the world; (ii) all pending and/or threatened litigations against the respondent including under the insolvency & Bankruptcy Code, 2016; and (iii) full details of all transactions entered into by the respondent disposing off/alienating/dissipating or creating

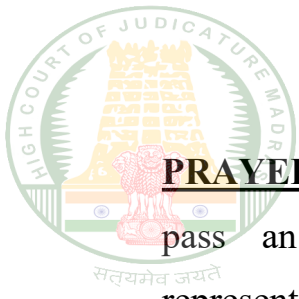


any third party rights including encumbrance, mortgage, pledge or lien over any of its assets (movable and immovable) from May 2023 till date.

PRAYER in Arb.Appln. No.615 of 2026:- This Application had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to direct the respondent to forthwith secure the principal claims of the applicant in the arbitration proceedings in such sum as may be specified in the order, to produce and place at the disposal of the Court, when required, the said property or the value of the same, or such portion thereof as may be sufficient to satisfy the award that may be passed against it, including by (i) depositing a sum of Rs.14,09,65,589/- before this Court and/or (ii) furnishing an unconditional bank guarantee from a nationalized bank in the sum of Rs.14,09,65,589/- in favour of Registrar General, Madras High Court.

PRAYER in Arb.Appln. No.616 of 2026:- This Application had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to pass an order of debit freeze of respondents' bank accounts, including the one bank account specified in Schedule B, whether held in the sole name of the respondent or jointly with any person or entity, thereby restraining the respondent, its directors, officers, servants and agents from operating, transferring, alienating, encumbering, withdrawing or otherwise dealing with the monies lying in its bank account(s) to the extent of Rs.14,09,65,589/- and direct the respondent to forthwith deposit any shortfall to maintain a minimum balance of Rs.14,09,65,589/- in its bank account(s) pending conclusion of the arbitral proceedings.

PRAYER in Arb.Appln. No.803 of 2026:- This Application had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to pass an order of attachment of the respondent's assets, including but not limited to Schedule A and which may be disclosed by the respondent before this Court and in the respondent's latest financial statements as may be sufficient to satisfy the award that may be passed against it.



PRAYER in Appln. SR.No.118390 of 2026:- This application has been filed to pass an order of interim injunction restraining the respondent, its representatives, agents, successors or any other person claiming through or under the respondent from in any manner dealing with the respondent's assets – movable and immovable, monies, bank accounts wherever situated and from encumbering, selling transferring or creating any third party interest by parting with possession of the same pending disposal of the arbitration proceedings.

For Applicant : Mr.AR.L.Sundaresan Sr., Counsel
for Mr.Aditya Vikram Bhat

For Respondent(s): Mr.S.R.Rajagopal Sr., Counsel
for Mr.Abhineeth Saravanan

Arb A.Nos.1513 to 1520 of 2026

Gogreen Warehouses Pvt Ltd.,
Having its registered address at 305, Nilima Park Society,
Arohi Complex Guj University Road,
Navrangpura, Ahemdabad, Gujarat – 380 009 ... Applicant

Vs.

Samunnati Agri Value Chain Solutions Pvt Ltd,
(Formerly Samunnati Financail Intermediation
and Services Pvt., Ltd., and Samunnati Agro
Solution Private Limited)
Having its registered address at
Baid Hi Tech Park, 8th Floor, No.129 B,
East Coast Road, Thiruvanmiyur, Chennai,
Tamil Nadu – 600 004,
India,
Through the Authorised Signatory Dr.Vasudevan S. ... Respondent

PRAYER in Arb.Appln. Nos.1513, 1515, 1517 & 1519 of 2026:-

These Applications have been filed to recall forthwith the common order dated 25.06.2026 passed in Arb.A.No.614, 615 & 616 and 813 of 2026 in so far as it directs the respondent to file an affidavit of assets.



PRAYER in Arb.Appln. Nos.1514, 1516, 1518 & 1520 of 2026:-

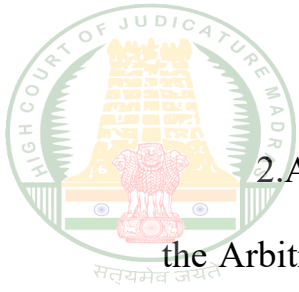
These Applications have been filed to recall forthwith the common order dated 09.07.2026 passed in Arb.A.No.614, 615 & 616 and 813 of 2026 in so far as it directs freezing of the respondents bank account.

For Applicant :Mr.S.R.Rajagopal Sr., Counsel
for Mr.Abhineeth Saravanan

For Respondent :Mr.AR.L.Sundaresan Sr., Counsel
for Mr.Aditya Vikram Bhat

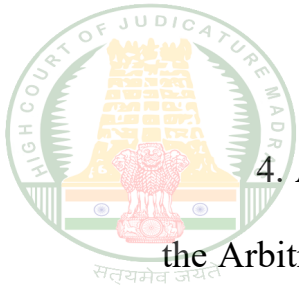
COMMON ORDER

Arb.Appln.No.614 of 2026 had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to order and direct the respondent to forthwith disclose on affidavit before this Court details of (i) all its assets – movable (including but not limited to share) and immovable, monies, bank deposits and accounts held by its singly or jointly (with any person or entity) and/or severally wherever in the world; (ii) all pending and/or threatened litigations against the respondent including under the insolvency & Bankruptcy Code, 2016; and (iii) full details of all transactions entered into by the respondent disposing off/alienating/dissipating or creating any third party rights including encumbrance, mortgage, pledge or lien over any of its assets (movable and immovable) from May 2023 till date.



2.Arb.Appln. No.615 of 2026 had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to direct the respondent to forthwith secure the principal claims of the applicant in the arbitration proceedings in such sum as may be specified in the order, to produce and place at the disposal of the Court, when required, the said property or the value of the same, or such portion thereof as may be sufficient to satisfy the award that may be passed against it, including by (i) depositing a sum of Rs.14,09,65,589/- before this Court and/or (ii) furnishing an unconditional bank guarantee from a nationalized bank in the sum of Rs.14,09,65,589/- in favour of Registrar General, Madras High Court.

3.Arb.Appln. No.616 of 2026 had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to pass an order of debit freeze of respondents' bank accounts, including the one bank account specified in Schedule B, whether held in the sole name of the respondent or jointly with any person or entity, thereby restraining the respondent, its directors, officers, servants and agents from operating, transferring, alienating, encumbering, withdrawing or otherwise dealing with the monies lying in its bank account(s) to the extent of Rs.14,09,65,589/- and direct the respondent to forthwith deposit any shortfall to maintain a minimum balance of Rs.14,09,65,589/- in its bank account(s) pending conclusion of the arbitral proceedings.

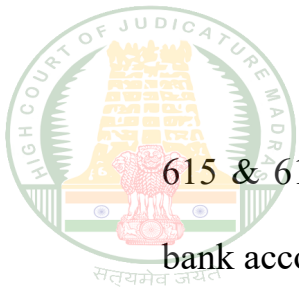


4. Arb.Appln. No.803 of 2026 had been filed under Section 9 (i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to pass an order of attachment of the respondent's assets, including but not limited to Schedule A and which may be disclosed by the respondent before this Court and in the respondent's latest financial statements as may be sufficient to satisfy the award that may be passed against it.

5.Appln. SR.No.118390 of 2026:- had been filed to pass an order of interim injunction restraining the respondent, its representatives, agents, successors or any other person claiming through or under the respondent from in any manner dealing with the respondent's assets – movable and immovable, monies, bank accounts wherever situated and from encumbering, selling transferring or creating any third party interest by parting with possession of the same pending disposal of the arbitration proceedings.

6.Arb.Appln. Nos.1513, 1515, 1517 & 1519 of 2026 have been filed to recall forthwith the common order dated 25.06.2026 passed in Arb.A.No.614, 615 & 616 and 813 of 2026 in so far as it directs the respondent to file an affidavit of assets.

7.Arb.Appln. Nos.1514, 1516, 1518 & 1520 of 2026 have been filed to recall forthwith the common order dated 09.07.2026 passed in Arb.A.No.614,



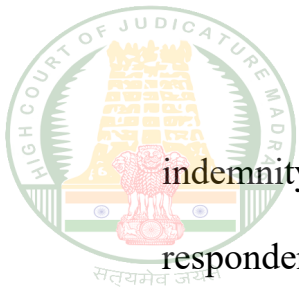
615 & 616 and 813 of 2026 in so far as it directs freezing of the respondents bank account.

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8. Heard AR.L.Sundaresan learned Senior counsel appearing for Mr.Aditya Vikram Bhat, learned counsel appearing for the applicant and Mr.S.R.Rajagopal, learned counsel appearing for the respondents.

9. Mr.AR.L.Sundaresan, the Senior learned counsel appearing for the applicant would submit that a Master Facility Agreement was entered upon by the applicant with SBM Bank (India) Ltd., (third party), under which a Collateral Manager was to be appointed for the purpose of handling, overseeing, monitoring the storage of cotton bales purchased by the applicant from such financial credit extended by the third party and pledged in favour of the said third party. Under the nomination of the said third party, the respondent was designated as a Collateral Manager.

10. The applicant and the respondent had also entered into a Master Warehousing Agreement under which the respondent was to act as a warehousing service provider, which services were also in a manner to delineate the respondent's role and obligation as a Collateral Manager as nominated by the third party. Various rights, obligations and responsibilities of both the parties which included the standards for safety, security, insurance and

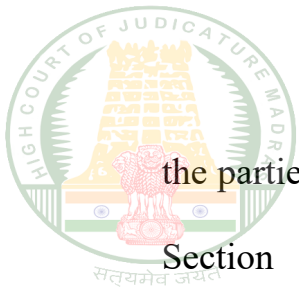


indemnity also formed part of and it was the obligation on the side of the respondent to ensure safe keeping, maintenance and security of the commodities entrusted with it.

11. Pursuant to the said agreement, the applicant had deposited 4628 cotton bales during 26th April 2023 to 10th May 2023 at the respondent's designated warehouse in the district of Raigad, Maharashtra and the value of the goods was assessed at Rs.14,09,65,589/-. A fire had broken out in the designated warehouse causing complete destruction of the goods. It was brought to the notice of the applicant that the respondent had notified the insurance company with whom such goods were insured. The Insurance Company had repudiated the claim of the respondent based upon the forensic expert's report.

12. He would submit that it is the applicant's goods which had been destroyed in a fire, it was the respondent who had entered into an agreement of insurance, which had repudiated the claim for the reasons indicated in the report and the same would not absolve the respondent to make good the loss to the applicant, as the respondent was the bailee of the goods belonging to the applicant.

13. He would vehemently contend that the respondent had caused material breach of the warehousing agreement that had been entered between



the parties. The applicant had also triggered arbitral proceedings by issuance of Section 21 notice, which had been replied too without any substantial reasonings, contrary to the earlier uni-vocal admission admitting its liability to reimburse the loss to the applicant. He would submit that the financial condition of the respondent had also deteriorated as evidenced from the returns filed before the Registrar of Companies and it had become necessary for the applicant to move this applications to protect its interest pending the arbitral proceedings. He would submit that the entire fire accident had occurred only due to the conduct of the respondent. He had also placed on record that even after a direction to file an affidavit disclosing its assets, the respondent had only disclosed its liability and not its assets. He would submit that this itself would show that even if the applicant is successful in the arbitral proceedings, it would be difficult to enforce the award against the respondent. Hence, he prays this Court to allow the applications as prayed for.

14. Countering his arguments, Mr.S.R.Rajagopal, the learned Senior counsel appearing for the respondent would submit that it was very unfortunate that even after due diligence taken out by the respondent, the fire had occurred at the warehousing station at Raigad, Maharashtra. In spite necessary steps taken by the respondent there has been a wrongful repudiation of the claim made by the respondent by the Insurance Company against which a consumer complaint in C.C.No.255 of 2025 had been filed before the District Consumer Disputes



Redressal Commission, Ahmedabad. At this juncture, a Section 21 notice was issued by the applicant which had also been stoutly replied to by the respondent denying its liability as claimed by the applicant. He would submit that even though a notice under Section 21 is issued by the applicant, which had been replied to by the respondent, no steps were taken by the applicant to constitute an arbitral Tribunal in the manner known to law. He would submit that the repudiation had been challenged by the respondent and any amount that is paid to by the Insurance Company for the goods damaged would be directly made over to the applicant. He would submit that when the applicant had the knowledge of the respondent's assets from the statement as filed by the respondent before the Registrar of Companies, there was no necessity for the applicant for seeking of disclosure of its assets. That apart, he would submit that the respondent company is a profit making company operating more than 1000 warehouses nationwide and any interim orders passed in these applications filed by the applicant, would cause dire financial conditions affecting the service, integrity and honesty of the respondent.

15. He would further submit that the applicant's attempt only prejudices the respondent and misleading this Court on its entitlement over the respondent and the liability to make good the payment of damages to the applicant. The forensic report that had been tried to be placed before this Court for holding the respondent's liable to the subject matter of litigation before the Consumer

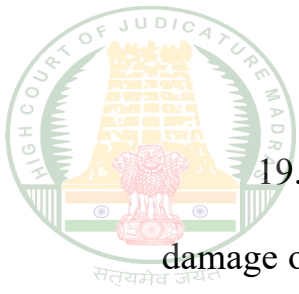


Forum and this Court shall not be weighed down by the forensic report, which is strongly relied upon by the applicant. He would submit that the applicant is heavily protected by the Insurance, even though repudiated of which the respondent is confident of succeeding in the challenge to the repudiation.

16. He would further submit that the orders dated 25.06.2026 and 09.07.2026 are also required to be recalled as it hinders the respondent daily functioning affecting third parties rights and interest. He would also place this Court to take on record, the affidavit of the respondent dated 25.07.2026 and recall the orders dated 25.06.2026 and 09.07.2026.

17. I have considered the rival submissions made by the learned Senior counsel appearing for the parties the perused the materials placed on record.

18. There is no dispute that the parties to the agreement have entered into a warehousing agreement, where the goods belonging to the applicant has been stored. There is also no dispute with regard to the goods stored by the applicant have been destroyed in fire. The issues raised by the respective learned Senior counsels touching upon the merits of the entitlement of liability of the respective parties, cannot be addressed to by this Court in exercise of its power under Section 9 of the Arbitration and Conciliation Act. Section 9 empowers the Court to grant interim reliefs to protect the interest of either parties alone.



19. It has not been disputed by the respondent that there has been a damage of the goods that had been bailed by the applicant with it and also there is no dispute that under the clauses of the agreement that the respondent has to obtain adequate insurance in respect of its designated warehouse of the goods stored by the applicant. The said agreement also provides that it is the obligation of the respondent for safety and security of the commodities including providing of fire safety measures. The respondent also admitted the quantity of the goods bailed by the applicant with it and had not seriously disputed the value of the said goods. In that regard, this Court is of the *prima facie* view that the respondent is liable for safe custody of the goods bailed by the applicant with it.

20. It is also not disputed as claimed by the applicant that there has been a dwindling of the business of the respondent which it claimed through the statement of affairs filed by the respondent with the Registrar of Companies. In that regard, this Court is of the considered view that the applicant would have to be protected by an interim measure so as to enforce the award, if any passed in its favour.

21. In view that the applications as filed by the applicant had been heard on its merits, the applications of the respondent to recall the order dated 25.06.2026 and 09.07.2026 need not be adjudicated.



22. In fine these applications are disposed of with direction to the respondent to furnish a bank guarantee in the name of the Applicant for a sum of Rs.14,09,65,589/- which shall be kept alive till the disposal of arbitral proceedings between the parties, which shall be initiated by the applicant within a period of eight (8) weeks from today, failing which the interim measures shall stand vacated.

21.09.2026

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



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Arb Appln Nos.614 to 616 & 803 of 2026



Order QR

K.KUMARESH BABU, J.

PBN

A Pre-delivery Order made in
Arb Appln Nos.614 to 616 & 803 of 2026
& Arb Appln 118390 of 2026 &
Arb Appln 1513 to 1520 of 2026

21.09.2026