IN THE COURT OF PRINCIPAL COMMERCIAL COURT, EGMORE, CHENNAI

Present: Thiru. L.Robert Kennedy Ramesh., M.L.,
District Judge, Additional Commercial Court,
(FAC- Principal Commercial Court,Chennai)

Dated this 3rd day of February 2026 Tuesday

C.O.S.S.R.No.63 / 2026

M/s. Aarthi Scans Private Limited,
Represented by its Director Dr. Prasanna Vignesh,
No.15, Amman Kovil Street,
Vadapalani,
Chennai – 600 026. … Plaintiff

(Vs)

M/s. Konica Minolta Business Solutions
India Private Limited,
No.180, Capital Towers,
Kodambakkam High Road,
Tirumurthy Nagar,
Nungambakkam,
Chennai – 600 034

Also at
10th floor,
DLF Cyber City Building
No.8, Tower C,
Phase II,

Gurgaon,
Haryana – 122 002. ...Defendant

This C.O.S. SR is coming for hearing regarding maintainability on 20.01.2026 in the presence of M/s. C. Suraj, A.Ashwinkumar, Rasbin. R, the learned counsels for the plaintiff and and upon perusing the documents and hearing the arguments of the plaintiff side and having stood over for consideration of till this day and this court today doth deliver the following:

ORDER

1. Heard the learned counsel for the plaintiff to dispense with Section 12A Pre institution Mediation and Settlement under the Commercial Courts Act, 2015. A careful consideration of the pleadings in the plaint shows that the defendant has supplied 127 printers to the plaintiff's various branches through out India. The plaintiff has pleaded that as the printers were not performing well, the plaintiff discontinued the usage of the printers from 31.05.2025, hence the plaintiff requested the defendant to remove the printers from the plaintiff's premises throughout India, and at that time only the plaintiff came to know that there is a irrevocable termination clause in the contract between the plaintiff and defendant, which according to the plaintiff has been entered by the plaintiff's representative without approval of the Board of Directors, as such it will not bind the plaintiff. Therefore according to the plaintiff admittedly there is a contract between the plaintiff and defendant for the supply of alleged printers, but the plaintiff allege that such contract was entered by the plantiff's representative without approval of the Board of Directors. However the said issue is a question of fact to be decided during trial. In this plaint, the plaintiff allege that inspite of the termination of the contract on 31.05.2025 the defendant

continue to raise the monthly rental invoices, further inspite of the request as the defendant did not take back the printers it causes inconvience to the plaintiff by occupying the plaintiff's premises, hence the Section 12A Pre Institution Mediation and Settlement of the Commercial Courts Act, 2015 has to be dispense with.

2. A careful consideration of the pleadings shows that, when there is a contract between the plaintiff and defendant which was disputed by the plaintiff, the issuance of further invoices towards monthly rent and refusal on the part of the defendant to take back the printers will constitute a 'contemplated urgent relief' to dispense with Section 12A Pre Institution Mediation and Settlement of the Commercial Courts Act, 2015 is the point to be decided. In this regard it is relevant to consider the ruling of the Hon'ble High Court of Madras

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in which it has been held that

> ***"16. This Commercial Division having explained the expression 'contemplation of urgent interim relief' deems it appropriate to make an adumbration of parameters/tests and they are as follows:***
>
> ***(a) Whether the prayer for interim relief is a product of profound thinking carefully about the possibility of the happening;***
>
> ***(b) whether the matter demands prompt action and that promptitude is of such nature that exhausting the remedy of pre institution mediation without any intervention in the mean time can lead to a irreversible situation, i.e. a situation where one cannot put the clock back;***
>
> ***(c) whether the urgency is of plaintiff's own doing, if that be so the plaintiff cannot take advantage of its own doing;***

(d) high standard is required to establish the requirement of this prompt action (urgency):

(e) plaintiff should be on fair ground in urging urgency and an interim measure:

(f) actual or apprehended wrong or injury should be so imminent that the plaintiff should be able to satisfy the Court that plaintiff should not be made to stand and suffer the same".

The Hon'ble High Court of Madras in the above ruling has laid down the parameter for the expression 'contemplated urgent relief' in which one of the condition is that the situation must be one which cannot be put the plaintiff in the same position and it has been also laid down that the nature of injury should be so imminent the plaintiff should be able to satisfy the Court that the plaintiff should not be made to stand and suffer the same. In light of the above ruling of the Hon'ble High Court of Madras, in the suit though the plaintiff allege that the person who entered the contract on behalf of the plaintiff did not had valid authorisation from the Board of Directors, admittedly there is a contract and as per the contract the plaintiff has utilized the service of the defendant from 31.10.2023 till the alleged termination on 31.05.2025. Further even as per the plaintiff the urgency is only due to raising of the monthly rental invoices subsequent to the alleged termination of contract on 31.05.2025 and the printers occupy the premises of the plaintiff which cause inconvenience to the plaintiff. But the raising of alleged future invoices and the printers occupying the plaintiff's premises will not constitute a 'contemplated urgent relief' in light of the guidelines given by the Hon'ble High Court of Madras in the above ruling. Based on the pleadings in the plaint it cannot be concluded that there is a situation where the

plaintiff cannot be put back nor there is a imminent hardship to the plaintiff. Accordingly the pleadings in the plaint does not ‘contemplate any urgent relief’. As such Section 12A Pre Institution Mediation and Settlement of the Commercial Courts Act, 2015 cannot be dispensed with. Hence this plaint is returned for compliance of Section 12A Pre Institution Mediation and Settlement of the Commercial Courts Act, 2015

In the result, this plaint is returned for compliance of Section 12A Pre Institution Mediation and Settlement of the Commercial Courts Act, 2015.

Dictated by me to the Steno-Typist, directly typed by him in the computer, corrected and pronounced by me in the open court, this 3rd day of February 2026.

ROBERT KENNEDY RAMESH

Digitally signed by ROBERT KENNEDY RAMESH
Date: 2026.02.03 16:52:57 +0530

District Judge
Additional Commercial Court,
(FAC- Principal Commercial Court)
Egmore, Chennai.

Draft / Fair Order in
C.O.S.SR No. 63 / 2026
Date: 03.02.2026
Principal Commercial Court
Egmore , Chennai