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 4th day of February 2026 Wednesday

C.O.S.S.R.No.61/ 2026

M/s. Tonglit Autogistic Private Limited,
represented herein by its
Authorized Signatory
Mr.S. Vidyasagar Shenoy,
No.204, Kolambakkam Village,
Padalam,
Madurantakam Taluk 600 038. … Plaintiff

- Vs-

M/s. Cosmo Carrying Private Limited,
No.1, 1st floor, Kondithope,
Near Sivagnanam Park,
Murugesa Steet,
Wall Tax Road,
Chennai – 600 001.

Also at
No.15-1-503/5,
Old Feelkhana,
Hyderabad – 500 012. ...Defendant

This C.O.S. SR is coming for hearing regarding maintainability on 22.01.2026 in the presence of M/s. K. Newlin Frederick, V.Rajesh Babu, J. Aakash Clinton, V. Sathishkumar 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 plaintiff has pleaded that the plaintiff is providing logistic services and accordingly the plaintiff engaged the service of the defendant who is a transporter to transport the axle manufactured by M/s. Carraro India Private Limited (C.I.P.L.) to M/s. Tractors and Farm Equipment Limited (TAFE). The plaintiff pleaded that the plaintiff booked 4 containers from the defendant to transport materials to the TAFE and three vehicles delivered the materials at TAFE, Daddaballapur, but the defendant detained one 32 feet containter lorry bearing registration No.NL-34-D-8920 with the materials loaded to TAFE in the mid way for the reason unknown. The plaintiff pleaded that due to withholding of a container with materials to be supplied to TAFE, the plaintiff is now facing accusation of default and delay and also there is a possibility of losing its business with its client M/s. TAFE, hence filed the present suit for Mandatory Injunction directing the defendant to perform their part of contract and for damages,

in which the plaintiff prays to dispense with the Section 12A Pre Institution Mediation and Settlement of the Commercial Courts Act, 2015.

2. A careful consideration of the pleadings shows that the plaintiff has engaged the service of the defendant / transporter to transport goods to a third party M/s. TAFE, and out of the four containers the defendant has delivered three containers and has detained one container belong to the plaintiff's client M/s. TAFE. As such the above facts 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 parameters 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 that 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 this plaint the plaintiff allege that the defendant / transporter who was engaged by the plaintiff / logistic service provider to transport the materials to a third party M/s.TAFE has detained a container handed over by the plaintiff to the defendant for delivery to TAFE, which if not immediately performed by the defendant is likely to cause imminent danger to the plaintiff / logistic provider, as the owner of the goods may sue the plaintiff for not rendering the logistic service properly. As such the above facts demands a prompt action and that promptitude is of such nature that exhausting the remedy of pre institution mediation without any intervention in the mean time it will lead to a irreversible situation. Accordingly the facts pleaded in the plaint that the defendant has detained the goods of a third party handed over by the plaintiff for delivery shows that there is a fair ground for urgency and interim measure. Accordingly the pleadings in the plaint 'contemplate urgent

relief'. Hence Section 12A Pre Institution Mediation and Settlement under the Commercial Courts Act, 2015 is dispensed with and the Office is directed to number the plaint if the plaint is otherwise in order.

In the result, Section 12A Pre Institution Mediation and Settlement under the Commercial Courts Act , 2015 is dispensed with and the Office is directed to number the plaint if the plaint is otherwise in order.

Dictated by me to the Steno-Typist, directly typed by him in the computer, corrected and pronounced by me in the open court, this 4th day of February 2026.

ROBERT KENNEDY RAMESH

Digitally signed by ROBERT KENNEDY RAMESH
Date: 2026.02.04 14:47:19 +0530

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

Draft/Fair Order in
C.O.S.SR No. 61 / 2026
Date: 04.02.2026
Principal Commercial Court
Egmore , Chennai