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Interim Reliefs in Arbitration: Emerging Judicial Trends in India



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In India, the Arbitration and Conciliation Act, 1996 (Arbitration Act), based on the UNCITRAL Model Law on International Commercial Arbitration, 1985 (Model Law), sets out the powers of a court and an Arbitral Tribunal to grant interim measures under Sections 9(1) and 17, respectively. The Arbitration and Conciliation (Amendment) Act, 2015¹ revised the provisions regarding interim reliefs, specifying the types of reliefs available and the time-frame for seeking them from courts.

The present article examines the nuances of the two legal provisions i.e. Sections 9 and 17 of the Arbitration Act, governing the grant of interim reliefs by the courts and the Arbitral Tribunals, respectively.

Section 9 of the Arbitration Act

Parties typically turn to courts under Section 9 of the Arbitration Act, praying for a variety of reliefs to safeguard the disputed amount and prevent the alienation or dissipation of the subject-matter property. Under Section 9(ii)(b) of the Arbitration Act, a party may seek protection by securing the disputed amount, often through guarantees provided by the opposing party. Under Section 9(ii)(c) of the Arbitration Act, courts may authorise the detention, preservation, or inspection of the subject-matter of the dispute in arbitration. Additionally, courts have the authority to appoint Receivers under Section 9(ii)(d) of the Arbitration Act. Leveraging the extensive powers outlined in Section 9(ii)(e) of the Arbitration Act, courts can also compel parties to disclose their property holdings, issue

attachment orders against third-party respondents, and prohibit parties from disposing of their assets.

Section 17 of the Arbitration Act

In contrast, Section 17 of the Act governs the authority of an Arbitral Tribunal to issue interim measures. Before the 2015 Amendment Act, this section was broadly drafted, allowing the Tribunal to grant various forms of interim protection. However, there was a perception among courts and Arbitral Tribunals that Section 17's scope was narrower compared to Section 9, leading some tribunals to refrain from granting certain interim orders, such as security grants.

The 2015 Amendment Act brought much-needed changes to the grant of interim reliefs by Arbitral Tribunals, clarifying the types of reliefs permissible and aligning them with those available from courts under Section 9.

Appeals against orders under Sections 9 and 17 of the Arbitration Act

An appeal from a court order granting or denying interim measures under Section 9 can be filed as per Section 37(1)(b) of the Act. Similarly, an appeal from an order of the Arbitral Tribunal granting interim measures under Section 9 can be filed as per Section 37(2)(b) of the Arbitration Act.

Powers of the courts and Arbitral Tribunals to grant interim reliefs

Previously, there was debate over whether an Arbitral Tribunal's power to grant interim reliefs under Section 17 was equivalent to a court's power under Section 9 of the Arbitration Act. However, the legislative amendments and judicial precedents² over the last decade have, in effect, equated the Arbitral Tribunal's powers with those of the Court under Section 9 of the Arbitration Act.

Section 9(1)³ of the Arbitration Act, as amended, allows a party to an arbitration agreement to seek interim protective measures from a court before or during the arbitration proceedings and even after an award has been rendered but before the award's enforcement under Section 36 of the Arbitration Act.⁴

According to sub-section (3) of Section 9 of the Arbitration Act, once an Arbitral Tribunal has been established, the Court will not consider a request under sub-section (1) unless circumstances are found that could render the remedy provided under Section 17 ineffective.⁵

Sub-section (3) of Section 9 comprises of two prongs. The first prong elaborates the general rule and prohibits entertaining applications under sub-section (1) once an Arbitral Tribunal has been established. The second prong provides an exception to this prohibition if the Court identifies circumstances where the remedy offered under Section

17 may not be effective.⁶

In order to dissuade the submission of requests for interim measures to courts under Section 9(1) of the Arbitration Act, Section 17 was amended to empower the Arbitral Tribunal with equivalent authority to grant interim measures as the Court under Section 9(1).⁷ The 2015 Amendment of the Arbitration Act⁸ also introduces a legal construct whereby an order issued by the Arbitral Tribunal pursuant to Section 17 is deemed to be a court's order for all purposes and is enforceable as such.

Under the current legal framework, the Arbitral Tribunal possesses the same authority as the court to provide interim relief, making the remedy under Section 17 equally effective as that under Section 9(1).

Consequently, there is no justification for the Court to consider applications for interim relief once the Arbitral Tribunal is established and is handling the dispute between the parties unless there are obstacles in approaching the Arbitral Tribunal or the interim relief cannot be promptly obtained from the Tribunal.⁹

A party invoking Section 9 of the Arbitration Act must be ready and willing to go to arbitration.¹⁰ However, the mere delay in invoking arbitration would not disqualify a party from seeking relief under Section 9 of the Arbitration Act. In such cases, the party aggrieved of the delay in the appointment of an arbitrator always has recourse to Section 11 of the Arbitration Act.¹¹

Even with the enactment of the 2015 Amendment¹² of the Arbitration Act, an application for interim relief can still be brought before the Court under Section 9 of the Arbitration Act. This can be done before arbitration proceedings begin, during the proceedings, or after an award is issued but before it is enforced according to Section 36 of the Arbitration Act. In such cases, the Court must assess whether the relief provided under Section 17 would be effective for the applicant or not.¹³

Section 9(3) of the Arbitration Act does not operate as an exclusionary clause regarding the powers of the courts to grant interim reliefs. If the legislature had intended to wholly exclude the courts from acting under Section 9 in the existence of an Arbitral Tribunal, it would undoubtedly have explicitly stated so. It is a recognised principle that whenever the legislature intends an exclusion, it articulates it explicitly.¹⁴

The Court is obligated to exercise its powers under Section 9 of the Arbitration Act if the Arbitral Tribunal has not yet been constituted. Whether the Court grants interim relief depends on various factors, such as whether the applicant has presented a strong prima facie case, whether granting relief favours the balance of convenience, and whether the applicant would suffer irreparable harm without interim relief, among others.

"Entertaining" an application — Key to Determine if the Court may

continue to act under Section 9 despite the formation of an Arbitral Tribunal

The term “entertain” denotes the act of carefully considering the issues raised. A court entertains a case when it decides to consider a matter. This consideration/ deliberation can persist until the judgment is delivered. Once an Arbitral Tribunal is constituted, the court cannot consider an application under Section 9 unless the remedy under Section 17 proves to be ineffective. However, once an application is entertained, meaning it is considered and the court has deliberated on the issues raised, the Court can proceed to adjudicate the application.¹⁵

The intention behind Section 9(3) was not to rewind the process and require a matter already earmarked for orders to be fully considered by the Arbitral Tribunal under Section 17 of the Arbitration Act.¹⁶

In essence, the primary inquiry revolves around whether the process of consideration has been triggered and/or whether the court has partially considered the matter before the Arbitral Tribunal is constituted. If so, it can be inferred that the application was “entertained” before the formation of the Arbitral Tribunal.

Even after the establishment of an Arbitral Tribunal, various factors might render the remedies under Section 17 of the Arbitration Act ineffective as an alternative to Section 9(1). This could occur due to temporary unavailability of any arbitrator on account of a host of reasons such as illness and travel.

Purport and object of Section 9(3) of the Arbitration Act

In *ArcelorMittal Nippon Steel (India) Ltd. v. Essar Bulk Terminal Ltd.*¹⁷, the Supreme Court clarified that it was never the legislative intention that even after the conclusion of proceedings on an application under Section 9, relief would be denied, forcing the parties to resort to Section 17 for remedy. It was also held that when an application has already undergone consideration or is in the process of being considered, there is no need to assess the effectiveness of the remedy under Section 17. This assessment is necessary only when the application is yet to be taken up for consideration.

As previously mentioned, there could be various reasons why the remedy under Section 17 might prove ineffective. For instance, if the arbitrators comprising the Arbitral Tribunal are located far apart and unable to convene immediately, the Court may need to entertain an urgent application for interim relief under Section 9(1).

In the above regard, the 246th Report of the Law Commission explains that Section 9(3) aims to diminish the role of the court concerning the grant of interim measures once the Arbitral Tribunal has been established. This aligns with the UNCITRAL Model Law, which discourages court proceedings regarding disputes arising from agreements containing

arbitration clauses.

The purpose of introducing Section 9(3) was to prevent courts from being inundated with applications under Section 9 of the Arbitration Act.¹⁸

The general criteria for granting interim reliefs

Applications for interim relief inherently demand swift resolution. Interim relief is granted to support final relief, aiming to safeguard the subject-matter of arbitration and ensure that the arbitration process remains meaningful, preventing the arbitral award from being merely a paper award of no real value.¹⁹

The criteria for granting interim relief includes (i) demonstrating a strong prima facie case; (ii) showing that the balance of convenience favours granting interim relief; and (iii) proving irreparable harm or loss to the applicant without interim relief.

Adequacy of stamping — A consideration for Section 9 proceedings

Following the 5-Judge Supreme Court judgment in *N.N. Global Mercantile (P) Ltd. v. Indo Unique Flame Ltd.*²⁰, an interesting question of law arose before the High Court of Bombay in *L&T Finance Ltd. v. Diamond Projects Ltd.*²¹ as to whether a petition under Section 9 of the Arbitration Act could be entertained despite noticing that the underlying agreement and/ or the arbitration agreement is not stamped or insufficiently stamped. The High Court of Bombay held that a petition under Section 9 of the Arbitration Act, praying for interim measures, deserved a different treatment than an application under Section 11, seeking appointment of an arbitrator as the legislature intended that these provisions would operate in distinct fields.²²

In contrast to the application for appointment of arbitrator which must necessarily satisfy the test of prima facie existence of an arbitral agreement, a petition under Section 9 of the Arbitration Act is to be only looked at from the prism of the three-fold test of (i) good prima facie case; (ii) balance of convenience in favour of the petitioner; and (iii) irreparable injury or loss to the petitioner if the relief is not granted. In this regard, the High Court of Bombay also referred to the observations of the majority view in the 5-Judge Bench decision in *N.N. Global*²³, clarifying that there was no pronouncement on the matter with reference to Section 9 of the Arbitration Act.

To further support the conclusion, the High Court of Bombay juxtaposed powers of an Arbitral Tribunal under Section 9 of the Arbitration Act with the power of a civil court to grant an interim injunction under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908 (CPC).

As such, a civil court, when acting under Order 39 Rules 1 and 2 CPC, is not debarred from granting interim relief, even if the agreement from which the rights are flowing or claim to

be flowing is unstamped or insufficiently stamped. Without going into the aspect of stamping, on a prima facie case being made out, a civil court may grant an injunction in favour of the plaintiff. Therefore, the High Court of Bombay in *L&T Finance Ltd.*²⁴ saw no reason as to why a person opting for arbitration may be left to suffer a setback even before invoking arbitration when they can get the underlying agreement(s) stamped in due course of time. For instance, if the same person had approached a civil court in a suit, the issue of non-stamping or insufficient stamping would only be taken up when the relevant documents are being admitted or denied. Thus, if stamping-related considerations were to be taken into consideration at the stage of deciding Section 9 petitions, parties would be discouraged from opting for arbitration, which cannot be the aim of the Arbitration Act.

Accordingly, the High Court of Bombay concluded that an Arbitral Tribunal acting under Section 9 of the Arbitration Act exercises powers akin to that of a civil court and shall not examine whether the underlying arbitration agreement is sufficiently stamped or not. However, if at the stage when the document is produced for being admitted in evidence and it is found to be insufficiently stamped, then the Arbitral Tribunal can impound the document in terms of the provisions under the Stamp Act. The inadequacy of the underlying agreement shall not preclude the party from seeking interim measures under Section 9.²⁵

Subsequent to the judgment rendered by the High Court of Bombay in *L&T Finance Ltd. case*²⁶, the issue of stamping came to be taken up in a curative petition by a seven-Judge Bench of the Supreme Court in *Interplay between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899, In re*²⁷ (Stamping judgment). The seven-Judge Bench in the *Stamping judgment*²⁸ overruled the decision of the five-Judge Bench in *N.N. Global case*²⁹. In both the decisions rendered in *N.N. Global case*³⁰ and *Stamping judgment*³¹, it was expressed that the said judgments did not delve into the implications of stamping in relation to the powers of a court under Section 9 of the Arbitration Act.

Securing the amount in dispute — Taking inspiration from principles under the CPC

One of the interim reliefs that may be sought before the Court under the Arbitration Act is found in Section 9(1)(ii)(b) for securing the amount in dispute in the arbitration. The object of Section 9(1) as a whole, and more specifically the provisions under Section 9(1)(ii)(b), is to secure the subject-matter of the dispute (at times the amount in dispute) from being eroded even before the commencement of the arbitration. Thus, the relief under Section 9(1)(ii)(b) of the Arbitration Act has to be seen from the goal of preventing the arbitration from being rendered nugatory.

In Indian arbitral jurisprudence, the relief of securing the amount in dispute is comparable or analogous to the one provided under Order 38 Rule 5(1) CPC. While the

reliefs under Section 9(1)(i)(b) and Order 38 Rule 5(1) CPC may be juxtaposed together to prevent arbitration from becoming too technical and be plagued with the procedural considerations which parties try to avoid in the first place, the Indian courts have decided to not strictly apply the provisions of CPC to arbitrations. What the Indian courts have, however, done is that they have encouraged the courts acting under Section 9 of the Arbitration Act to take inspiration from principles analogous to those carried under Order 38 Rule 5(1) and Order 39 CPC.

Order 38 Rule 5 CPC sets forth three primary conditions that must be met to make the defendant secure the property being the subject-matter of the dispute. First, a prima facie case must be established by the plaintiff/applicant, indicating the potential for an order to be passed against the defendant. Once plaintiff establishes a prima facie case, the burden shifts to the defendant to counter the grounds for attachment. In this regard, Rule 6 of Order 38 outlines the consequences when the defendant fails to provide sufficient cause for not furnishing security. Second, the Court examines the defendant's intention to obstruct or delay proceedings. Ultimately, the Court's satisfaction hinges on either the affidavit submitted by the petitioner or other substantiating evidence. It is imperative to present material to the Court that indicates the defendant's intention to remove or dispose of the subject-matter property, potentially hindering the execution of a decree. Once the Court discerns such intention, it retains discretionary power to compel the defendant to furnish security commensurate with the amount in dispute temporarily. Interestingly, none of the above principles are set out expressly or referred to under Section 9(1) of the Arbitration Act.

In *Essar House (P) Ltd. v. Arcellor Mittal Nippon Steel India Ltd.*³², the moot question was whether a court was required to satisfy itself that the requisites of Order 38 Rule 5 CPC were met before granting the discretionary interim relief under Section 9 of the Arbitration Act. In this regard, the Supreme Court observed that in deciding a petition under Section 9 of the Arbitration Act, a court could not ignore the basic principles under Section 9 of the Arbitration Act. At the same time, the power of court acting under Section 9 was never intended to be curtailed by the procedural entrapment of CPC. In exercise of the powers to grant interim relief under Section 9 of the Arbitration Act, a court was not strictly bound by the provisions of the CPC.³³

Section 9 of the Arbitration Act offers wider powers than CPC

The case in Essar House (P) Ltd.

In *Essar House case*³⁴, the Supreme Court explained the broader scope of the provisions under Section 9 of the Arbitration Act. The Supreme Court held that all that a court was required to see was whether the applicant for interim measures had a good prima facie case, whether the balance of convenience was in favour of the grant of the prayed interim relief(s), and whether the applicant approached the Court with reasonable expedition. If these conditions were met, a court exercising power under Section 9 of the Arbitration

Act ought not to withhold the relief on mere technicalities such as absence of averments, incorporating the grounds for attachment before judgment under Order 38 Rule 5 CPC. In fact, in *Essar House case*³⁵, the Supreme Court went to the extent of suggesting that an actual attempt to deal with, remove or dispose of the property with a view to defeat or delay the realisation of an impending arbitral award was not imperative for grant of relief under Section 9 of the Arbitration Act. Rather, a strong possibility of diminution of assets would suffice.

Several decisions of the High Courts across India also seem to emphasise that the powers of a court under Section 9 of the Arbitration Act are broader than the powers under the provisions of the CPC.

In *Ajay Singh v. Kal Airways (P) Ltd.*³⁶, the High Court of Delhi held as below:

27. ... Section 9 grants wide powers to the courts in fashioning an appropriate interim order, is apparent from its text. Nevertheless, what the authorities stress is that the exercise of such power should be principled, premised on some known guidelines — therefore, the analogy of Orders 38 and 39. Equally, the Court should not find itself unduly bound by the text of those provisions rather it is to follow the underlying principles....

In *Jagdish Ahuja v. Cupino Ltd.*³⁷, the High Court of Bombay, placing reliance on another decision³⁸, held as below:

6. As far as Section 9 of the Act is concerned, it cannot be said that this Court while considering a relief thereunder, is strictly bound by the provisions of Order 38 Rule 5. As held by our courts, the scope of Section 9 of the Act is very broad; the Court has a discretion to grant thereunder a wide range of interim measures of protection “as may appear to the Court to be just and convenient”, though such discretion has to be exercised judiciously and not arbitrarily. The Court is, no doubt, guided by the principles which civil courts ordinarily employ for considering interim relief, particularly Order 39 Rules 1 and 2 and Order 38 Rule 5; the Court, however, is not unduly bound by their texts.

A similar decision in was also subsequently rendered by the High Court of Bombay in *Valentine Maritime Ltd. v. Kreuz Subsea Pte. Ltd.*³⁹

In *Srei Infrastructure Finance Ltd. v. Ravi Udyog (P) Ltd.*⁴⁰, the High Court of Calcutta held as below:

An application under Section 9 of the Arbitration and Conciliation Act, 1996 for interim relief is not to be judged as per the standards of a plaint in a suit. If the relevant facts pleaded, read with the documents annexed to the petition, warrant the grant of interim relief, interim relief ought not to be refused by recourse to technicalities(...).

All of the abovequoted High Court decisions came to be approved in *Essar House (P) Ltd. v. Arcellor Mittal Nippon Steel (India) Ltd.*⁴¹

The case in Sanghi Industries

In a subsequent decision in *Sanghi Industries Ltd. v. Ravin Cables Ltd.*⁴², the Supreme Court, while speaking of the extent and degree of evidence which must be shown to exist before an order akin to an attachment before judgment could be made, observed as below:

4. ... it appears that the commercial court had passed the order under Section 9(ii) (e) of the Arbitration Act, 1996 to secure the amount in dispute, we are of the opinion that unless and until the preconditions under Order 38 Rule 5 CPC are satisfied and unless there are specific allegations with cogent material and unless prima facie the Court is satisfied that the appellant is likely to defeat the decree/ award that may be passed by the arbitrator by disposing of the properties and/or in any other manner, the commercial court could not have passed such an order in exercise of powers under Section 9 of the Arbitration Act, 1996.

5. ... However, unless and until the conditions mentioned in Order 38 Rule 5 CPC are satisfied such an order could not have been passed by the commercial court which has been passed by the commercial court in the present case, which has been affirmed by the High Court.

While it is an undisputed position that the power of a court under Section 9 of the Arbitration Act to frame orders for attachment or require the making of a deposit draws sustenance from the principles which are attracted onto Order 38 Rule 5 CPC. The said position is made clear in the decision of the Supreme Court in *Essar House case*⁴³, which holds that a court under Section 9 would not withhold relief on mere technicality and that the applicant is not required to prove actual attempts to deal with, remove, or dispose of the property. As per *Essar House case*⁴⁴, even a strong possibility of diminution would suffice for granting relief under Section 9.

However, in the subsequent decision in *Sanghi Industries case*⁴⁵, the Supreme Court appears to have taken a contrary and stricter view by holding that unless and until the conditions which guide the exercise of power under Order 38 Rule 5 CPC are found to be satisfied, no interim measure should be formulated.

Interestingly, the decisions in both *Essar House case*⁴⁶ and *Sanghi Industries case*⁴⁷ are judgments that came to be rendered by Benches comprising an equal coram. In such cases, the courts would be obligated to follow the latter view as enunciated in *Sanghi Industries case*⁴⁸.

Interestingly, the issue of diverging views in the Supreme Court decisions in *Essar House case*⁴⁹ and *Sanghi Industries case*⁵⁰ has already been presented before at least one Bench of the High Court of Delhi in *Vivek Jain v. Prepladder (P) Ltd.*⁵¹ Upon an extensive review of

the decisions cited, the High Court of Delhi in *Vivek Jain case*⁵² held as below:

42. ... While Section 9 Court may not be strictly bound by the requirements of Order 38 Rule 5 of the Code, the same would in itself not justify the framing of such a direction even if the case were tested on principles analogous to those which guide the power conferred by Order 38 Rule 5 of the Code and those are found to be totally absent.

43. This Court additionally finds that the power to frame an interim measure in terms of Section 9 of the Act is principally concerned with securing the subject-matter of arbitration. As would be manifest from a reading of that provision, an interim measure would be justifiably granted where the Court is called upon to preserve goods or take possession of goods which form subject-matter of arbitration. The provisions of Section 9(1)(ii)(b) of the Act and which speak of an interim order securing the amount in dispute would necessarily have to be considered on principles similar to those which guide the exercise of power under Order 38 of the Code. Notwithstanding, Section 9 court not being confined by the technicalities which imbue the provisions of the Code, it would not lead to the Court jettisoning or ignoring the fundamental principles which must guide and inform an order for attachment before judgment. Even the residual clause of Section 9 of the Act and which empowers a court to frame such interim measure of protection as may be considered just and convenient cannot be read as justifying the framing of an order for attachment before judgment even though the foundational grounds for the issuance of such directions be found to be totally absent. The Court thus finds no justification to require the respondent to deposit or secure the amount which is claimed by the petitioner.

As would be evident from the above, the High Court of Delhi taking precedence from *Sanghi Industries case*⁵³ has reiterated a more stringent standard for exercise of discretion under Section 9 as compared to *Essar Industries case*⁵⁴.

Conclusion

In conclusion, the examination of Sections 9 and 17 of the Arbitration Act sheds light on the nuanced legal provisions governing the grant of interim reliefs by courts and Arbitral Tribunals in India. Over the years, legislative amendments and judicial interpretations have played a crucial role in clarifying and aligning the powers of courts and Arbitral Tribunals in this regard. The Arbitration and Conciliation (Amendment) Act, 2015, brought significant changes to the grant of interim reliefs, particularly by Arbitral Tribunals, thereby bridging the gap between the powers available under Sections 9 and 17.

While Section 9(3) of the Arbitration Act aims to limit court intervention once an Arbitral Tribunal is established, it does not entirely exclude court jurisdiction. Instead, it provides exceptions where the remedy under Section 17 may prove ineffective. The jurisprudence surrounding the grant of interim reliefs under Section 9 reflects a balance between the

need for swift resolution and procedural propriety. Courts are guided by principles analogous to those under the CPC but are not strictly bound by its technicalities. The overarching objective remains the preservation of the subject-matter of arbitration and ensuring that the arbitration process remains meaningful.

In essence, the evolution of legal provisions and judicial interpretations underscores the importance of a flexible yet principled approach towards granting interim reliefs in arbitration proceedings. As India continues to strengthen its arbitration framework, ensuring consistency and clarity in the application of these provisions will be crucial for promoting arbitration as an efficient and effective dispute resolution mechanism.

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1. Arbitration and Conciliation (Amendment) Act, 2015 (with retrospective effect from 23-10-2015).
2. One such decision is *ArcelorMittal Nippon Steel (India) Ltd. v. Essar Bulk Terminal Ltd.*, (2022) 1 SCC 712.
3. S. 9 was renumbered as sub-s. (1) by Arbitration and Conciliation (Amendment) Act, 2015 (with retrospective effect from 23-10-2015).
4. Arbitration and Conciliation Act, 1996, S. 9(1).
5. Arbitration and Conciliation Act, 1996, S. 9(3).
6. Arbitration and Conciliation Act, 1996, S. 9(3).
7. *ArcelorMittal Nippon Steel (India) Ltd. case*, (2022) 1 SCC 712.
8. Arbitration and Conciliation (Amendment) Act, 2015 (with retrospective effect from 23-10-2015).
9. *ArcelorMittal Nippon Steel (India) Ltd. case*, (2022) 1 SCC 712.
10. *Ashok Traders (Firm) v. Gurumukh Das Saluja*, (2004) 3 SCC 155.
11. *ArcelorMittal Nippon Steel (India) Ltd. case*, (2022) 1 SCC 712.
12. Arbitration and Conciliation (Amendment) Act, 2015 (Act 3 of 2016) (with retrospective effect from 23-10-2015).
13. *Energio Engg. Projects Ltd. v. TRF Ltd.*, 2016 SCC OnLine Del 6560.
14. *Benara Bearings & Pistons Ltd. v. Mahle Engine Components (India) (P) Ltd.*, 2017 SCC OnLine Del 7226; *M. Ashraf v. Kasim V.K.*, 2018 SCC OnLine Ker 4913; *Srei Equipment Finance Ltd. v. Ray Infra Services (P) Ltd.*, 2016 SCC OnLine Cal 6765; *Avantha Holdings Ltd. v. Vistra ITCL (India) Ltd.*, 2020 SCC OnLine Del 1717.
15. *Lakshmi Rattan Engg. Works Ltd. v. CST*, AIR 1968 SC 488; *Hindusthan Commercial Bank*

Ltd. v. Punnu Sahu, (1971) 3 SCC 124; *Martin & Harris Ltd. v. Vith ADJ*, (1998) 1 SCC 732, *Kundan Lal v. Jagan Nath Sharma*, 1962 SCC OnLine All 38, *Dhoom Chand Jain v. Chaman Lal Gupta*, 1962 SCC OnLine All 29; *Bawan Ram v. Kunj Behari Lal*, 1960 SCC OnLine All 87; *Haji Rahim Bux v. Haji Sanaullah & Sons*, 1962 SCC OnLine All 156.

16. *ArcelorMittal Nippon Steel (India) Ltd. case*, (2022) 1 SCC 712.

17. (2022) 1 SCC 712.

18. *Amazon.com NV Investment Holdings LLC v. Future Retail Ltd.*, (2022) 1 SCC 209;
ArcelorMittal Nippon Steel (India) Ltd. case (2022) 1 SCC 712.

19. *ArcelorMittal Nippon Steel (India) Ltd. Case*, (2022) 1 SCC 712.

20. (2023) 7 SCC 1.

21. 2019 SCC OnLine Bom 12536

22. *L&T Finance Ltd. case*, 2019 SCC OnLine Bom 12536

23. (2023) 7 SCC 1.

24. 2019 SCC OnLine Bom 12536.

25. *L&T Finance Ltd. case*, 2019 SCC OnLine Bom 12536.

26. 2019 SCC OnLine Bom 12536.

27. 2023 SCC OnLine SC 1666.

28. *Interplay between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899, In re*, 2023 SCC OnLine SC 1666.

29. (2023) 7 SCC 1.

30. (2023) 7 SCC 1.

31. *Interplay between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899, In re*, 2023 SCC OnLine SC 1666.

32. 2022 SCC OnLine SC 1219.

33. *Essar House case*, 2022 SCC OnLine SC 1219, the Supreme Court observed:

40. While it is true that the power under S. 9 of the Arbitration Act should not ordinarily be exercised ignoring the basic principles of procedural law as laid down in the CPC, the technicalities of CPC cannot prevent the Court from securing the ends of justice. It is well settled that procedural safeguards, meant to advance the cause of justice cannot be interpreted in such manner, as would defeat justice."

34. 2022 SCC OnLine SC 1219.

35. 2022 SCC OnLine SC 1219.

36. 2017 SCC OnLine Del 8934.

37. 2020 SCC OnLine Bom 849.

38. *Nimbus Communications Ltd. v. BCCI*, 2012 SCC OnLine Bom 287.

39. 2021 SCC OnLine Bom 75.

40. 2008 SCC OnLine Cal 974

41. 2022 SCC OnLine SC 1219.

42. 2022 SCC OnLine SC 1329.

43. 2022 SCC OnLine SC 1219.

44. 2022 SCC OnLine SC 1219.

45. 2022 SCC OnLine SC 1329.

46. 2022 SCC OnLine SC 1219.

47. 2022 SCC OnLine SC 1329.

48. 2022 SCC OnLine SC 1329.

49. 2022 SCC OnLine SC 1219.

50. 2022 SCC OnLine SC 1329.

51. 2023 SCC OnLine Del 6370.

52. 2023 SCC OnLine Del 6370.

53. 2022 SCC OnLine SC 1329.

54. 2022 SCC OnLine SC 1219.