



\* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: November 17, 2025  
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Pronounced on: February 05, 2026

+ **CONT.CAS(C) 802/2021, CM APPL. 38927/2021, CM APPL. 51855/2022**

**RENAISSANCE BUILDCON COMPANY PVT. LTD.  
& ORS.**

.....Petitioners

Through: Mr. Ashish Mohan, Sr. Adv. With Mr. Thakur Ankit Sing and Mr. Anjot Dwivedi, Advs.

Versus

**TARJINDER KUMAR BANSAL  
& ORS.**

.....Respondents

Through: Mr. Samar Bansal, Mr. Ashutosh Gupta and Mr. Gaurav Rana, Advs. for R-1 to 3.

Ms. Diksha Goswami, Adv. for R-6  
Ms. Medhanshu Tripathi, Mr. Tushar Tokas, Mr. Hemant Saini, Mr. Arvinder Kaur, Ms. Aditi Singh and Mr. Manas Rai, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE SAURABH BANERJEE**

## **JUDGMENT**

1. By virtue of the present petition under *Section 10* of the Contempt of Courts Act, 1971<sup>1</sup>, the petitioners seek initiation of contempt proceedings

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<sup>1</sup> Hereinafter referred to as 'CC Act'



against the respondent nos.1 to 5 for violation of orders dated 27.10.2014, 12.12.2014 and 18.07.2015 passed by learned Sole Arbitrator<sup>2</sup> in proceedings entitled ‘*M/s BDR Builders & Developers Pvt. Ltd. vs. M/s Renaissance Buildcon Company Pvt. Ltd.*’.

### **FACTUAL MATRIX:**

2. In a nutshell, petitioner no.1 is a company incorporated under the provisions of the Companies Act, 1956 wherein petitioner nos.2 and 3 are Directors, respondent nos.1 to 3 are its former Directors, who resigned on 14.01.2021, respondent no.4 is the purported Authorised Representative of the petitioner no.1, who allegedly participated in the Board Meeting on 20.09.2020, respondent no.5 is the erstwhile Chartered Accountant of the petitioner no.1, respondent no.6/ original claimant before the learned Arbitrator is a loan facility provider also incorporated under the provisions of the Companies Act, 1956 with whom the petitioner no.1 mortgaged its lands for securing a loan by way of Memorandum(s) of Understanding dated 06.02.2009 and 07.02.2009<sup>3</sup> and Mortgage Deed(s) dated 05.02.2009 and 10.02.2009<sup>4</sup> respectively, respondent no.7, of which petitioner nos.1 to 3 are also Director, was one of the guarantors of the said loan, and respondent nos.8 to 16 are the vendees in whose favour the said Sale Deeds have been executed.

3. As per facts, pursuant to execution of the aforesaid Deeds, as also after issuance of a Letter of Continuing Guarantee and Memorandum of Deposit of

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<sup>2</sup> Hereinafter referred to as ‘*learned Arbitrator*’

<sup>3</sup> Hereinafter referred to as ‘*MOUs*’

<sup>4</sup> Hereinafter referred to as ‘*Mortgage Deeds*’



Original Title Deeds both dated 06.02.2009 and a cheque for Rs.7,18,25,000/- by the respondent no.7 herein, the respondent no.6 herein invoked arbitral proceedings against the petitioners as well as respondent nos.1 to 3 and 7 herein before the learned Arbitrator. The learned Arbitrator, during the pendency thereof passed an order dated 18.07.2015 under *Section 17* of the Arbitration and Conciliation Act, 1996<sup>5</sup> restraining the petitioners as well as respondent nos.1 to 3 and 7 herein, their servants, agents, assigns, legal heirs, etc. from creating any third-party rights, selling, transferring, alienating, parting with possession, etc. of the lands as provided in the Schedules thereto *qua* the Mortgage Deeds.

4. It is the case of the petitioners herein that despite the aforesaid order dated 18.07.2015, the respondent nos.1 to 3 created third party rights by executing Sale Deeds dated 23.11.2020 and 27.11.2020<sup>6</sup> for land falling within the Schedule of the said order amounting to *one acre*, as also entered into an Agreement to Sell dated 28.09.2020 for land, also falling within the Schedule of the said order, amounting to *four acres*, that too on the strength of a forged Board Resolution dated 20.09.2020 purported to have been passed in the Meeting of the Board of Directors of the petitioner no.1 on 20.09.2020 (as it never took place) with respondent no.4 as the purported Authorised Representative of petitioner no.1.

5. At the very outset, the respondent nos.1 to 3 have taken a preliminary objection to the maintainability of the present contempt petition.

<sup>5</sup> Hereinafter referred to as '*A&C Act*'

<sup>6</sup> Hereinafter referred to as '*Sale Deeds*'



6. Accordingly, the present petition was taken up for hearing and the learned (senior) counsels for the parties have advanced their respective submissions on the aspect of maintainability of the present petition.

#### **CONTENTIONS OF RESPONDENT NOS.1 TO 3:**

7. As per Mr. Samar Bansal, learned counsel for respondent nos.1 to 3, the present petition is not maintainable as the respondent no.6 herein already moved an application under *Section 17* of the A&C Act before the learned Arbitrator seeking directions against the respondent nos.1 to 3 for executing the Sale Deeds against the order dated 18.07.2015, which, according to him, was disposed of by the learned Arbitrator *vide* order dated 20.09.2022, and that too after according due opportunity to the respondent nos.1 to 3 to purge themselves of the said contempt by depositing a Bank Guarantee of Rs.54,00,000/- being the total Sale Consideration amount involved in the Sale Deeds. Needless to say, the said Bank Guarantee has already been deposited and is being regularly renewed by the respondent no.1 to 3. In effect, no cause of action for contempt against respondent nos.1 to 3 survives.

8. Based thereon, the learned counsel submitted that since the appropriate remedy was only before the learned Arbitrator, no such reliefs as sought by way of the present petition can lie directly before this Court without relegating to the mechanism as provided in the A&C Act. Reliance is placed upon the decision of a Co-ordinate Bench of this Court in *Sri Krishan vs. Anand*<sup>7</sup> followed in *Indiabulls Financial Services Ltd. vs. M/s Jubilee Plots*

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<sup>7</sup> 2009 SCC OnLine Del 2472



**and Housing Pvt. Ltd. & Ors.**<sup>8</sup> wherein the Court observed that in case of non-compliance of an order under *Section 17* of the A&C Act, the relief would lie under *Section 27(5)* whereby the Arbitral Tribunal could make a reference to this Court for its contempt. In fact, Mr. Samar Bansal, learned counsel also relied upon a later judgement of another Co-ordinate Bench being **Vivekananda College Thr. Principle vs. Sanjay Kumar Chandlok**<sup>9</sup> where, in view of the provisions of *Section 27(5)* of the A&C Act as well as *Order XXXIX rule 2A* of the Code of Civil Procedure, 1908<sup>10</sup>, the contempt petition was held as not maintainable. The said interpretation of *Section 27(5)* of the A&C Act, as per the learned counsel, has also been upheld by the Hon'ble Supreme Court in **Alka Chandewar vs. Shamshul Ishrar Khan**<sup>11</sup>.

9. Without prejudice to the above contentions, the learned counsel lastly submitted that the petitioners have no *locus standi* to file the present petition since they are not the claimants, rather, respondents before the learned Arbitrator, and the order dated 18.07.2015 is not in their favour, but in favour of the respondent no.6 herein, who is the claimant before the learned Sole Arbitrator. Further, since the petitioners have already initiated criminal proceedings against the respondent nos.1 to 3, the bar as per the proviso to *Section 10* of the CC Act would be attracted.

10. In view thereof, the learned counsel sought dismissal of the present petition as not maintainable.

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<sup>8</sup> 2009 SCC OnLine Del 2458

<sup>9</sup> 2016 SCC OnLine Del 6212

<sup>10</sup> Hereinafter 'CPC'

<sup>11</sup> 2017 SCC OnLine SC 758



## **CONTENTIONS OF PETITIONERS:**

11. Mr. Ashish Mohan, learned senior counsel for the petitioners, on the other hand, refuting the aforesaid submissions of Mr. Samar Bansal, learned counsel for the respondent nos.1 to 3 submitted that the present petition is very much maintainable, especially in view of the Amendment made to the A&C Act in 2015<sup>12</sup> whereby *Section 17(2)* has been inserted therein, and which clearly accords the same nature to an interim order passed under *Section 17* as an order of the Court. Since, respondent nos.1 to 5 are in clear violation of the orders passed by the learned Arbitrator, which were covered under *Section 17* of the A&C Act, the objections to the maintainability of the present petition are liable to be rejected.

12. Learned senior counsel also drew attention of this Court to *paragraph 9* of the decision of the Hon'ble Supreme Court in *Alka Chandewar (supra)* whereby, as per the learned senior counsel, taking a note of the decision of the Co-ordinate Bench in *Shri Krishan (supra)* as well as the subsequent 2015 Amendment, the Hon'ble Supreme Court reinforced the view that *Section 17* of the A&C Act could not be rendered a toothless provision, and held that contempt proceedings would lie against violation of the order under *Section 17* of the A&C Act passed by the Arbitrator. The procedure of an Arbitrator applying to the Court was thus no longer required.

## **CONTENTIONS OF RESPONDENT NO.6:**

13. Ms. Diksha Goswami, learned counsel for the respondent no.6, supporting the case of the petitioners submitted that the respondent no.6 has

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<sup>12</sup> Hereinafter '2015 Amendment'



not preferred a contempt petition before this Court since the present petition was already pending. Further, as evident from the subsequent order dated 20.09.2022 of the learned Arbitrator in the application filed by the respondent no.6, the respondent nos.1 to 3 were in clear violation of the order dated 18.07.2015.

14. As such, both learned senior counsel for the petitioners as also for the respondent no.6 submitted that the present petition is maintainable and liable to be heard on merits.

#### **REJOINDER OF RESPONDENT NOS.1 TO 3:**

15. In response thereto, Mr. Samar Bansal, learned counsel for respondent nos.1 to 3 submitted that reliance placed by the petitioners upon *Alka Chandewar (supra)* is wholly misplaced. As evident therefrom, since the learned High Court therein was directed to decide the *reference* submitted by the Arbitral Tribunal therein under *Section 27(5)* of the A&C Act, *Alka Chandewar (supra)* never dealt with a contempt petition filed directly before the High Court. The learned counsel then relied upon a subsequent decision of the Hon'ble Supreme Court in *Amazon.com Nv Investment Holdings LLC vs. Future Retail Ltd. & Ors.*<sup>13</sup> on the same issue.

#### **REASONINGS & ANALYSIS:**

16. This Court has heard the learned (senior) counsels for the parties as also carefully gone through the documents and pleadings as well as the judgements cited at bar.

17. A holistic analysis of the interim measures provided in *Section(s) 9(1)*

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<sup>13</sup> (2022) 1 SCC 209



*and 17(1) of the A&C Act as well as the 2015 Amendment thereto* together with the precedential developments in relation thereto reveal that though both the said *Section(s) 9(1)* and *17(1)* of the A&C Act provide for reliefs including securing any amount, detention, preservation and inspection of any property, interim injunction, appointment of a receiver and the like, by a Court or by the Arbitral Tribunal respectively. However, *Section 9(1)* of the A&C Act is applicable at all stages, i.e. before, during and after the proceedings before the Arbitral Tribunal whereas *Section 17(1)* of the A&C Act is applicable only during the arbitral proceedings and after making of the award but before its execution in terms of *Section 36* thereof. Apart from this minute technicality and the stages involved, the two provisions are *para materia* in every other respect.

18. The petitioner in the case of *Shri Krishan (supra)* approached the Co-ordinate Bench under *Section 9(1)* of the A&C Act seeking identical reliefs as already granted to it by the Arbitral Tribunal under *Section 17 [presently Section 17(1)]* of the A&C Act, primarily, since in case of breach of an order of the Arbitral Tribunal, the petitioner was left remediless, as also if the same relief was granted by the Court under *Section 9(1)* of the A&C Act, the petitioner could seek initiation of contempt proceedings against the respondent. Rejecting the aforesaid contention, a Co-ordinate Bench of this Court held that such an interpretation could not be adopted, as doing so, would render *Section 17 [presently Section 17(1)]* of the A&C Act otiose, as also lead to multiplicity of proceedings. In fact, to harmonise the aforesaid position, relying upon the provisions encapsulated in *Section 27* of the A&C



Act which deals with ‘*Court assistance in taking evidence*’, specifically *subsection (5)*<sup>14</sup> thereof, it was held therein that in case of breach of an interim order granted by the Arbitral Tribunal under *Section 17 [presently Section 17(1)]* of the A&C Act, it would be open to the aggrieved party to apply to the Arbitral Tribunal seeking a representation to the Court for meeting out any punishment/ penalty to the guilty party, which the Arbitral Tribunal would be competent to make, *albeit* upon its satisfaction that a breach had been committed. It would then be for the Court to, if such a representation is made to proceed either under the CC Act or under the provisions of *Order XXXIX rule 2A* of the CPC.

19. Thus, the Co-ordinate Bench of this Court in the case of *Shri Krishan (supra)* interpreted the words ‘... *any other default*... ...’ as well as ‘... *any contempt to the arbitral tribunal during the conduct of arbitral proceedings*... ...’ to be wide enough to include the violation of any order passed under *Section 17 [presently Section 17(1)]* of the A&C Act, and thus make a reference under *Section 27(5)* of the A&C Act maintainable.

20. On the same lines then came the verdict in the case of *Alka Chandewar (supra)* (*interestingly relied upon by both sides*), wherein the Hon’ble Supreme Court was dealing with an appeal against an order passed by the High Court of Judicature at Bombay, whereby a reference made by the

<sup>14</sup> ‘(5) Persons failing to attend in accordance with such process, or making any other default, or refusing to give their evidence, or guilty of any contempt to the arbitral tribunal during the conduct of arbitral proceedings, shall be subject to the like disadvantages, penalties and punishments by order of the Court on the representation of the arbitral tribunal as they would incur for the like offences in suits tried before the Court.’

(emphasis supplied)



Arbitral Tribunal under *Section 27(5)* of the A&C Act for contempt of its order under *Section 17(1)* of the A&C Act had been held not maintainable taking the restrictive view that *Section 27(5)* was only applicable to violations of the evidentiary proceedings under the preceding *sub-sections*, and not applicable in cases of breach of an order under *Section 17(1)*. Referring to the broad nature of the language used in *Section 27(5)* of the A&C Act, as also interpreted by the Co-ordinate Bench of this Court in *Shri Krishan (supra)*, the said view was overturned by the Hon'ble Supreme Court, and it was held that a contempt reference by the Arbitral Tribunal would very much lie in cases of violation of an order under *Section 17(1)* of the A&C Act.

21. Since it was contended by the respondent therein that *Section 17(2)*, which was inserted into the A&C Act by way of the 2015 Amendment, provided for the necessary remedy against infraction of an interim order of the Arbitral Tribunal, the Hon'ble Supreme Court referred to the 246<sup>th</sup> Report of the Law Commission<sup>15</sup> which proposed amendment to the power of an Arbitral Tribunal to grant interim relief, pursuant whereto the 2015 Amendment. The relevant portions thereof read as under:

***“POWERS OF TRIBUNAL TO ORDER INTERIM MEASURES***

*‘46. Under section 17, the arbitral tribunal has the power to order interim measures of protection, unless the parties have excluded such power by agreement. Section 17 is an important provision, which is crucial to the working of the arbitration*

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<sup>15</sup> Hereinafter referred to as ‘*Report*’



system, since it ensures that even for the purposes of interim measures, the parties can approach the arbitral tribunal rather than await orders from a Court. The efficacy of section 17 is however, seriously compromised given the lack of any suitable statutory mechanism for the enforcement of such interim orders of the arbitral tribunal.

'47. In Sundaram Finance Ltd v. NEPC India Ltd., (1999) 2 SCC 479, the Supreme Court observed that though section 17 gives the arbitral tribunal the power to pass orders, the same cannot be enforced as orders of a court and it is for this reason only that section 9 gives the court power to pass interim orders during the arbitration proceedings. Subsequently, in M.D. Army Welfare Housing Organisation v. Sumangal Services Pvt. Ltd., (2004) 9 SCC 619 the Court had held that under section 17 of the Act no power is conferred on the arbitral tribunal to enforce its order nor does it provide for judicial enforcement thereof.

'48. In the face of such categorical judicial opinion, the Delhi High Court attempted to find a suitable legislative basis for enforcing the orders of the arbitral tribunal under section 17 in the case of Sri Krishan v. Anand, (2009) 3 Arb LR 447 (Del) (followed in Indiabulls Financial Services v. Jubilee Plots, OMP Nos 452-453/2009 Order dated 18.08.2009). The Delhi High Court held that any person failing to comply with the order of the arbitral tribunal under section 17 would be deemed to be "making any other default" or "guilty of any contempt to the arbitral tribunal during the conduct of the proceedings" under section 27 (5) of Act. The remedy of the aggrieved party would then be to apply to the arbitral tribunal for making a representation to the Court to mete out appropriate punishment. Once such a representation is received by the Court from the arbitral tribunal, the Court would be competent to deal with such party in default as if it is in contempt of an order of the Court, i.e., either under the provisions of the Contempt of Courts Act or under the provisions



of Order 39 Rule 2A Code of Civil Procedure, 1908.

**'49. The Commission believes that while it is important to provide teeth to the interim orders of the arbitral tribunal as well as to provide for their enforcement, the judgment of the Delhi High Court in Sri Krishan v. Anand is not a complete solution. The Commission has, therefore, recommended amendments to section 17 of the Act which would give teeth to the orders of the Arbitral Tribunal and the same would be statutorily enforceable in the same manner as the Orders of a Court. In this respect, the views of the Commission are consistent with (though do not go as far as) the 2006 amendments to Article 17 of the UNCITRAL Model Law.'**

[emphasis supplied]

22. It was thence that the Hon'ble Supreme Court recorded its findings in paragraph no.9 of *Alka Chandewar (supra)* as follows, which Mr. Ashish Mohan, learned senior counsel for the petitioners, has referred to:

**'9. Pursuant to this report, sub-section (2) to Section 17 was added by the Amending Act 2015, so that the cumbersome procedure of an Arbitral Tribunal having to apply every time to the High Court for contempt of its orders would no longer be necessary. Such orders would now be deemed to be orders of the Court for all purposes and would be enforced under the Civil Procedure Code, 1908 in the same manner as if they were orders of the Court. Thus we do not find Shri Rana Mukherjee's submission to be of any substance in view of the fact that Section 17(2) was enacted for the purpose of providing a "complete solution" to the problem.'**

[emphasis supplied]

23. Thus, the aforesaid has to be read as a whole, and not in isolation. Conjointly read, it is thus clear therefrom that the '*... cumbersome procedure of an Arbitral Tribunal having to apply every time to the High*



*Court for contempt of its orders... ...*' refers to the circuitous route of the Arbitral Tribunal having to make a contempt reference to the High Court only for enforcement of its order under *Section 17(1)* of the A&C Act, since such order was now enforceable by virtue of *Section 17(2)*. *Section 17(2)* is thus pertaining to *enforceability* of an interim order, which is distinguishable from the aspect of *contempt*.

24. Therefore, effect of the 2015 Amendment, read with what has been held by the Hon'ble Supreme Court in *Alka Chandewar (supra)*, is neither to do away with the provisions of *Section 27(5)* of the A&C Act for contempt of an interim order passed by the learned Arbitrator nor to overrule the procedure of reference elaborated by the Co-ordinate Bench in *Shri Krishan (supra)*. This, especially, whence both the legislature in the Report as well as the Hon'ble Supreme Court in *Alka Chandewar (supra)* have, in fact, upheld the ratio of the Co-ordinate Bench in *Shri Krishan (supra)*, and the legislature has simply taken a step ahead for a '*complete solution*' *qua* the enforceability of an order under *Section 17(1)* of the A&C Act.

25. Moreover, that the thrust of the 2015 Amendment is on enforceability is also evident from the *2006 Amendments to the United Nations Commission on International Trade Laws (UNCITRAL) Model Law on International Commercial Arbitration*, which have also been referred to in the very same Report as expressing consistent views with the Law Commission. *Chapter IVA* of the said Amended Model Law therein provides a comprehensive regime dedicated entirely to the scope of interim measures and preliminary orders that may be passed by the Arbitral Tribunal, and specifically includes



the recognition and enforcement of interim measures. *Article 17H* therein lays down that such a measure shall be enforceable upon application to the competent Court, irrespective even of the country in which it was issued. In fact, the Explanatory Note by the UNCITRAL Secretariat *qua* the Amendments to *Chapter IVA* further elucidate the same, as under:

*'27. Chapter IV A on interim measures and preliminary orders was adopted by the Commission in 2006. It replaces article 17 of the original 1985 version of the Model Law. Section 1 provides a generic definition of interim measures and sets out the conditions for granting such measures. An important innovation of the revision lies in the establishment (in section 4) of a regime for the recognition and enforcement of interim measures, which was modelled, as appropriate, on the regime for the recognition and enforcement of arbitral awards under articles 35 and 36 of the Model Law.'*

*[emphasis supplied]*

26. As apparent therefrom, the legislative intent behind the introduction of *Section 17(2)* to the A&C Act by way of the 2015 Amendment is clearly *qua* the aspect of enforceability of the Award and not contempt. In fact, in *Amazon.com Nv (supra)*, the Hon'ble Supreme Court once again considered the 2015 Amendment, as also its own prior decision in *Alka Chandewar (supra)*, especially, whether an order passed under *Section 17(2)* of the A&C Act in enforcement of an interim order under *Section 17(1)* of the Arbitral Tribunal by the High Court would be appealable, and held as under:

*'70. Given the fact that the 2015 Amendment Act has provided in Section 17(1) the same powers to an Arbitral Tribunal as are given to a court, it would be anomalous to hold that if an interim order was passed by the tribunal and then enforced by the court*



with reference to Order 39 Rule 2-A of the Code of Civil Procedure, such order would not be referable to Section 17. Section 17(2) was necessitated because the earlier law on enforcement of an Arbitral Tribunal's interim orders was found to be too cumbersome. Thus, in Alka Chandewar v. Shamshul Ishrar Khan, this Court referred to the earlier position as follows:

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'71. It was to remedy this situation that Section 17(2) was introduced. There is no doubt that the Arbitral Tribunal cannot itself enforce its orders, which can only be done by a court with reference to the Code of Civil Procedure. But the court, when it acts under Section 17(2), acts in the same manner as it acts to enforce a court order made under Section 9(1). If this is so, then what is clear is that the Arbitral Tribunal's order gets enforced under Section 17(2) read with the Code of Civil Procedure.

'72. There is no doubt that Section 17(2) creates a legal fiction. This fiction is created only for the purpose of enforceability of interim orders made by the Arbitral Tribunal. To extend it to appeals being filed under the Code of Civil Procedure would be a big leap not envisaged by the legislature at all in enacting the said fiction. (....)

'73. Mr Viswanathan cited the judgment Rajasthan State Industrial Development & Investment Corpn. v. Diamond & Gem Development Corpn. Ltd. [Rajasthan State Industrial Development & Investment Corp. v. Diamond & Gem Development Corp. Ltd., (2013) 5 SCC 470 : (2013) 3 SCC (Civ) 153]. Far from supporting his contention that the legal fiction contained in Section 17(2) extends to the filing of an appeal under the Code of Civil Procedure as enforcement proceedings are different from interim orders, para 26 states as follows: (SCC pp. 484-85)



“VI. “As if”—Meaning of

26. The expression “as if” is used to make one applicable in respect of the other. The words “as if” create a legal fiction. By it, when a person is “deemed to be” something, the only meaning possible is that, while in reality he is not that something, but for the purposes of the Act of legislature he is required to be treated that something, and not otherwise. It is a well-settled rule of interpretation that, in construing the scope of a legal fiction, it would be proper and even necessary to assume all those facts on the basis of which alone such fiction can operate. The words “as if” in fact show the distinction between two things and, such words must be used only for a limited purpose. They further show that a legal fiction must be limited to the purpose for which it was created.

(...                    ...                    ...)

(\*\*\*            \*\*\*            \*\*\*)

‘75. There can be no doubt that the legal fiction created under Section 17(2) for enforcement of interim orders is created only for the limited purpose of enforcement as a decree of the court. To extend this fiction to encompass appeals from such orders is to go beyond the clear intention of the legislature. Mr Salve's argument in stressing the words “under the Code of Civil Procedure” in Section 17(2), thus holds no water as a limited fiction for the purpose of enforcement cannot be elevated to the level of a genie which has been released from a statutory provision and which would encompass matters never in the contemplation of the legislature.’

[emphasis supplied]

27. The aforesaid categoric findings by the Hon'ble Supreme Court in *Amazon.com Nv (supra)* qua the limited nature of the legal fiction created by the deeming provision of Section 17(2) inserted into the A&C Act by way of



the 2015 Amendment leave no doubt in the mind of this Court to conclude that the said deeming provision cannot render the present petition maintainable. It is clear that the provisions regarding ‘*contempt*’ under *Section 27(5)* of the A&C Act have remained unchanged despite addition of *Section 17(2)* to the A&C Act. Holding otherwise, would be stretching the legal fiction enacted by the 2015 Amendment for the limited purpose of enforceability of an interim order under *Section 17(1)* of the A&C Act too far, beyond the intent and contemplation of the legislature as adverted to in detail hereinabove.

28. In any event, when the provisions in the special Act, being the A&C Act, are categoric and well-defined, with a specific remedy prescribed therein, the petitioners cannot be allowed to circumvent the same and relegate themselves to the provisions of the CC Act merely by trying to draw a semblance therefrom, as the same would be against the legislative intent behind the A&C Act as also fetter the process of efficient alternate dispute resolution.

29. In light of the afore-going, since the interim order dated 18.07.2015 was passed by the learned Sole Arbitrator under *Section 17(1)* of the A&C Act in the course of the arbitral proceedings, the petitioners cannot approach this Court by way of the present petition for any contempt thereof. The appropriate remedy under *Section 27(5)* of the A&C Act would lie before the learned Sole Arbitrator, who upon satisfaction, may make a reference for contempt before this Court.

30. Accordingly, without advertizing to the other contentions of the parties



or going into the merits of the matter, the present petition is dismissed as not maintainable, leaving the parties to bear their own respective costs.

**SAURABH BANERJEE, J.**

**FEBRUARY 05, 2026**  
**Ab/RS**