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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

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*Judgment reserved on: 29.01.2026*  
*Judgment pronounced on: 06.02.2026*

+ O.M.P.(I) (COMM.) 503/2025, I.A. 1343/2026 (For Placing on Record Addl. Documents.), I.A. 1344/2026 (Interim Dir.) & I.A. 2491/2026 (Filed by R-1 seeking modification in order dt. 09.01.2026)

A2Z INFRA ENGINEERING LIMITED .....Petitioner

Through: Mr. Jayant Mehta, Senior Advocate with Mr. Sudhir Sharma, Mr. Naman Singh Bagga, Mr. Arabaaz Hussain, Ms. Kashish Mathur and Ms. Jayestha Kamboj, Advocates.

versus

ITI LIMITED & ORS. .....Respondents

Through: Mr. Ashok Kumar Singh, Senior Advocate with, Ms. Nidhi, Mr. Rajat, Ms. Saloni, Ms. Eesha, Mr. Himanshu Raj, Ms. Pragiti and Ms. Shivastuti Advocates for Respondent No.1.  
Ms. Leena Tuteja and Ms. Ishita Kadian, Advocates for Respondent No. 2.  
Mr. Varun Mishra and Ms. Shreeya Sud, Advocates for Respondent Nos. 3 & 4.

**CORAM:**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**



## JUDGMENT

### **HARISH VAIDYANATHAN SHANKAR, J.**

1. The present petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996**<sup>1</sup>, *inter alia*, seeking issuance of appropriate directions, restraining **ITI Limited**<sup>2</sup> from creating any third-party rights in favour of any other contractor and from acting upon or proceeding further with the **Expression of Interest dated 01.12.2025**<sup>3</sup>.

#### **BRIEF FACTS:**

2. **A2Z Infra Engineering Ltd.**<sup>4</sup> is a company incorporated under the provisions of the Companies Act, 1956. It provides **Engineering, Procurement, and Construction**<sup>5</sup> solutions, *inter alia*, in the Telecom and Power sector.

3. **Department of Telecommunications**<sup>6</sup> was to create an **Optical Fibre Cable**<sup>7</sup> Network, i.e., **Network For Spectrum**<sup>8</sup> Project, in *lieu* of the spectrum released by the Indian Defence Services.

4. **Bharat Sanchar Nigam Limited**<sup>9</sup> was designated as the implementing agency for the NFS Project. The Indian Army, Navy and Air Force under the Ministry of Defence, collectively forming the **Project Implementation Core Group**<sup>10</sup>, are the ultimate end-users and owners of the OFC network to be created under the NFS Project.

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<sup>1</sup> Act

<sup>2</sup> ITI/Respondent No. 1

<sup>3</sup> Fresh EOI

<sup>4</sup> Petitioner

<sup>5</sup> EPC

<sup>6</sup> DoT/Respondent No. 3

<sup>7</sup> OFC

<sup>8</sup> NFS

<sup>9</sup> BSNL/Respondent No. 2

<sup>10</sup> PICG/Respondent No. 4



5. BSNL/Respondent No. 2, being the designated implementing agency, was entrusted with the responsibility of issuing tenders for the execution of various components of the said NFS Project.

6. In furtherance thereof, BSNL/Respondent No. 2 issued a tender for procurement, supply, trenching, laying, installation, testing and maintenance of OFC, PLB duct and accessories for the construction of exclusive optical NLD backbone and optical access routes on a turnkey basis for the defence network, bearing **Tender No. CA/CNP/NFS-OFC/T-441/2013 dated 21.06.2013**<sup>11</sup>.

7. The said NFS OFC Tender was issued for the purpose of setting up the OFC Network/Links, while the terminal equipment was to be procured and commissioned under separate tenders. This NFS OFC Tender envisaged commissioning of the OFC network in 7 distinct Packages, *namely*, Package A to Package G, on the basis of the geographical region.

8. **ITI/Respondent No. 1** is a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, Government of India. In furtherance of their proposal to bid for Packages F and G in the said NFS OFC Tender process, ITI/Respondent No. 1 selected Petitioner as its back-to-back EPC Partner through an **Expression of Interest**<sup>12</sup>.

9. Pursuant to the said selection of the Petitioner by ITI/Respondent No. 1, the Petitioner, along with **Aksh Opti Fibre**<sup>13</sup>, executed a **Tripartite Association Agreement dated 04.09.2013**<sup>14</sup> with ITI/Respondent No. 1. The Petitioner had brought Aksh as a

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<sup>11</sup> NFS OFC Tender

<sup>12</sup> EOI

<sup>13</sup> Aksh

<sup>14</sup> Association Agreement F



partner for the supply of optical fiber cables for the execution of the Project for Package F of the NFS OFC Tender.

10. Further, the Petitioner, along with **Sterlite Technologies Limited**<sup>15</sup>, executed another **Tripartite Association Agreement dated 04.09.2013**<sup>16</sup> with ITI/Respondent No. 1. The Petitioner had brought STL as a partner for the supply of optical fiber cables for the execution of the Project for Package G of the NFS OFC Tender.

11. In terms of the said Association Agreements F and G, ITI/Respondent No. 1 submitted their bids under the NFS OFC Tender, along with their teaming partners, *namely*, Aksh and STL, and emerged as the successful bidder for Package F and G, respectively.

12. Consequent upon the successful bids submitted by ITI/Respondent No. 1, they were issued purchase orders dated 16.09.2014 for both the Packages, F as well as G, by BSNL/Respondent No. 2.

13. Accordingly, ITI/Respondent No. 1, in turn, issued back-to-back **purchase orders dated 17.10.2014 and 01.12.2014 for Package F**<sup>17</sup>, and **purchase order dated 26.09.2014 for Package G**<sup>18</sup>, in favour of the Petitioner.

14. The relevant clauses of the Purchase Order F and Purchase Order G, envisaging the **Annual Maintenance Contract**<sup>19</sup> clause, are as follows:

#### **Purchase Order F:**

“a) Annual Maintenance Contract (AMC) as per Annexure 'C' is to be done mandatorily by M/s A2Z on Back to Back basis. However,

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<sup>15</sup> STL

<sup>16</sup> Association Agreement G

<sup>17</sup> Purchase Order F

<sup>18</sup> Purchase Order G

<sup>19</sup> AMC



Purchase Order for AMC shall be placed on M/s A2Z on receipt of firm PO from BSNL for the same. The Indicative Value of AMC on M/s A2Z shall be Rs. 3117107000.00.”

### **Purchase Order G:**

“2) All terms and conditions of the BSNL PO Ref CT/P0/08/2014-15 dt. 16/09.2014 on ITI, including but not limited to warranty maintenance and Annual Maintenance Contract (AMC), for the said PO, shall be applicable on M/s A2Z on Back to Back terms.”

15. NFS OFC Tender, as well as the Purchase Order F and Purchase Order G, envisage that upon completion of the execution works, there would be an administrative handover of the OFC network by BSNL/Respondent No. 2 to the PICG/Respondent No. 4, who would thereafter enter into an AMC with the concerned vendors.

16. The NFS OFC Tender contains detailed provisions governing the maintenance of the passive OFC network created under the said Tender. The date of commencement of AMC has been identified, thereunder, as the date of completion of the warranty period. In terms of the NFS OFC Tender, after **Acceptance Testing<sup>20</sup>** of a link or section thereof, the same is to be maintained for a period of 36 months from the date of AT under warranty. Upon completion of the warranty, the period of AMC was to commence, and an agreement was to be executed.

17. It is the case of the Petitioner that the warranty services were successfully completed by the Petitioner for various links progressively from July 2019 onwards.

18. ITI/Respondent No. 1 executed the AMC Agreement dated 14.02.2022 with the Petitioner for the period commencing from

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<sup>20</sup> AT



01.10.2020. However, the demands for the AMC charges for the period from July 2019 onwards were being pursued by the Petitioner as well as the Respondent No. 1. The AMC was extended from time to time, with respect to different links, as and when they became usable.

19. Further, another **AMC dated 18.08.2023<sup>21</sup>** for Package F and Package G was executed between the ITI/Respondent No. 1 and the Petitioner, coming into effect from 01.04.2021 onwards. This AMC was extended from time to time.

20. It is this present AMC that is the bone of contention between the parties, as ITI/Respondent No. 1 has allegedly due to certain defaults in the performance of the said agreement, issued a new **EOI dated 01.12.2025 bearing No: ITI/NSU-GHY/NFS/2025/055<sup>22</sup>** for Selection of System Integrator for Annual Maintenance and Restoration of OFC Cable Route under NFS Project in ETP Region, i.e., the Package F and NETF Region, i.e., Package G, ostensibly for replacing the Petitioner and thereby inviting new contractors.

21. Aggrieved by the said step of issuance of the Fresh EOI by ITI/Respondent No. 1, the present Petition came to be filed seeking, *inter alia*, directions of this Court to the ITI/Respondent No.1 to withdraw the Fresh EOI.

#### **CONTENTION ON BEHALF OF THE PETITIONER:**

22. Learned senior counsel appearing on behalf of the Petitioner, at the outset, would draw the attention of this Court to the Orders dated 19.12.2025 as well as 06.01.2026, to contend that the acts of the ITI/Respondent No. 1 are in contravention of the explicit undertaking given to this Court, on instructions, by the learned senior counsel

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<sup>21</sup> Present AMC

<sup>22</sup> Fresh EOI



appearing on behalf of the ITI/Respondent No. 1. In this regard, reliance was placed on the relevant portions of the said Orders. The relevant paragraphs of the said Orders are reproduced herein under for ready reference:

### **Order dated 19.12.2025**

“1. Mr. Singh, learned senior counsel for the respondent No.1, on instructions, states that the Expression of Interest is now to be opened on 15.01.2026.”

### **Order dated 06.01.2026**

“3. As it transpires, a subsequent notice was issued by the Petitioner changing the dates for acceptance of the final submission of expressions of interest, as also for the opening of the bids from 22.12.2025 to 05.01.2026.

4. However, the learned counsel for the Respondents clarifies that there has been no violation of the undertaking given on behalf of the Respondents and the date of 15.01.2026 for the purpose of opening of expressions of interest shall be abided by them.”

23. Learned senior counsel for the Petitioner, in further substantiation of his contention that ITI/Respondent No. 1 acted in contravention of their express undertakings, would also draw the attention of this Court to the Order dated 09.01.2026, wherein, on instructions, learned senior counsel for the ITI/Respondent No. 1 had expressly agreed that the Fresh EOI would not be opened till 07.02.2026. The relevant portion of the said Order is reproduced herein under:

“3. Further, learned Senior counsel appearing for Respondent No. 1 submits, on instructions, that the Expressions of Interest will not be open till 07.02.2026.”

24. Learned senior counsel for the Petitioner would further bring to the notice of this Court that, until the eve of this matter being taken up today, i.e., 29.01.2026, there was no termination of the AMC



subsisting between the parties. It would be contended that it was only on the preceding night i.e., 28.01.2026 that ITI/Respondent No. 1 issued **Notice of Termination of AMC under NFS Project for Package F and Package G**<sup>23</sup>, which is in contravention to the submissions made by the learned counsel for ITI/Respondent No. 1 *vide* Order dated 10.12.2025, wherein the learned counsel appearing on behalf of ITI/Respondent No. 1 submitted that the AMC has already come to an end. The relevant portion of the said Order is reproduced herein under for ready reference:

“3. Mr. Manish, learned counsel for the respondent No. 1, who appears on advance notice, states that the AMC Agreement between the petitioner and respondent No. 1 has already come to an end.”

25. Learned senior counsel appearing on behalf of the Petitioner would contend that the aforesaid conduct of ITI/Respondent No. 1 is manifestly *malafide*. It would be submitted that, in the circumstances as they presently stand, their present Petition under Section 9 of the Act has been rendered infructuous, and that the issuance of Termination Notice is contrary to, and in derogation of, the spirit of the undertakings recorded on behalf of the Respondents before this Court.

26. Learned senior counsel appearing for the Petitioner would further draw the attention of this Court to various clauses of the NFS OFC Tender and, on the strength thereof, would contend that the present AMC was envisaged to subsist for a minimum period of seven years, i.e., until 2030. It would, therefore, be submitted that the

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<sup>23</sup> Termination Notice



understanding and contention of ITI/Respondent No. 1, to the contrary, is belied by the express terms of the contract.

27. Learned senior counsel would also rely upon certain other documents to strenuously contend that the interpretation now sought to be placed by ITI/Respondent No. 1 upon the terms of the AMC, that it was not intended to subsist for a period of 7 years, is wholly contrary to the expressed terms as set out in the NFS OFC Tender and the contractual understanding reflected therein.

28. Learned senior counsel, while concluding the submissions, would contend that, based upon the foregoing submissions, there exists a pressing and compelling necessity for this Court to stay the Termination Notice, the Notice inviting Fresh EOI, as well as the actions subsequent thereto, to be stayed by this Court.

#### **CONTENTIONS ON BEHALF OF ITI/RESPONDENT NO. 1:**

29. *Per contra*, learned senior counsel appearing on behalf of ITI/Respondent No. 1 would, however, controvert the various submissions of the learned Senior counsel for the Petitioner.

30. Learned senior counsel for ITI/Respondent No. 1 would submit that the understanding of the Petitioner as regards the tenure of the AMC is clearly incorrect. He would refer to NFS OFC Tender, particularly upon Clause 197.2 and various other clauses, to contend that the AMC was envisaged to be reviewed on a yearly basis and was subject to Annual renewal.

31. It would thus be submitted that the AMC was not meant to extend for a term of 7 years, as sought to be contended by the Petitioner. He would submit that the term “AMC” stood for “Annual”



Maintenance Contract and such contracts, by their very nature, and as per common understanding, were only on a year-to-year basis.

32. Learned senior counsel would further submit that the Petitioner has failed to discharge several of its contractual obligations as set out in the NFS OFC Tender and the AMC. To buttress this contention, he would place reliance upon various communications issued by the officers of the PICG/Respondent No. 4.

33. Learned senior counsel for ITI/Respondent No.1 would contend that no case is made out for staying the operation of the Termination Notice. It was further submitted that there is equally no justification for staying the Notice inviting Fresh EOI, as the same is a natural and consequential corollary of the termination of the AMC.

34. Learned senior counsel would further submit that the grant of any such injunctive relief would operate against the larger national interest, it being contended that uninterrupted maintenance of the NFS OFC network is of critical importance and is intrinsically linked to defence and security interests of the country.

### **ANALYSIS:**

35. Heard the learned counsel for both parties and, with their able assistance, perused the material available on record, including the Termination Notice handed over across the bar.

36. It is apposite to emphasise that this Court remains acutely conscious of the fact that the present Petition has been filed under Section 9 of the Act, and therefore, at this stage, the remit of this Court is confined to ensuring preservation of the subject matter of the dispute till such time as the disputes are adjudicated by the appropriate forum, i.e., the Arbitral Tribunal.



37. Additionally, in the considered view of this Court, having regard to the limited and protective nature of the jurisdiction exercised under Section 9 of the Act, it is neither necessary nor appropriate to delve into a detailed factual matrix or to undertake an exhaustive examination of the various contractual clauses and documents relied upon by the parties, all of which are matters to be considered by the learned Arbitral Tribunal.

38. The *raison d'être* of Section 9 of the Act is to preserve and protect the subject matter of the dispute in the *interregnum*, so that the arbitral proceedings, when commenced, are not rendered nugatory. The power vested in the Courts under Section 9 is thus essentially protective and facilitative in character, intended to safeguard and secure the efficacy of the arbitral process and not to supplant it.

39. The Hon'ble Supreme Court, in a gamut of judgments, *inter alia*, in ***Sundaram Finance Ltd. v. NEPC India Ltd.***<sup>24</sup>, ***Arcelor Mittal Nippon Steel India Ltd. v. Essar Bulk Terminal Ltd.***<sup>25</sup> and ***Adhunik Steels Ltd. v. Orissa Manganese and Minerals (P) Ltd***<sup>26</sup>, has authoritatively held that the jurisdiction of the Courts under Section 9 of the Act can be exercised even prior to the constitution of the Arbitral Tribunal, with a view to safeguarding and preserving the subject-matter of the dispute till such time as the Arbitral Tribunal undertakes adjudication.

40. Further, a Division Bench of this Court, in ***M/s GTL Infrastructure Ltd. v. S.C. Wadhwa and Sons (HUF)***<sup>27</sup>, has held that the powers of the Court under Section 9 of the Act are of wide

<sup>24</sup> (1999) 2 SCC 479

<sup>25</sup> (2022) 1 SCC 712

<sup>26</sup> (2007) 7 SCC 125

<sup>27</sup> 2025:DHC:1475-DB



amplitude and are not circumscribed by the contours of interim reliefs contemplated under Order XXXIX of the CPC. The Court observed that Section 9 vests broad discretion to grant such interim measures of protection as may be just and convenient, including mandatory injunctions, where the circumstances so warrant. It was emphasised that such powers are to be exercised to preserve the subject matter of arbitration and to ensure that the arbitral proceedings are not rendered futile or ineffectual. The relevant paragraph is reproduced herein under

“**14.** In the given facts, the contention that an order under Section 9 of the A&C Act could not be passed directing the appellant to remove the tower is unpersuasive. It is settled law that powers of a court under Section 9 of the A&C Act are wide and encompass such orders as are necessary to protect and preserve the subject matter of the arbitration, including issuing mandatory injunctions. The court must adopt a course, which is least likely to result in injustice if the same is finally found to be wrong.....”

41. Further, insofar as the relief sought by the Petitioner for staying the operation and effect of the Termination Notice is concerned, this Court is of the considered view that no such relief can be granted in this instant case. It is a well-settled position of law that a contract which is, by its very nature, terminable does not admit to an interdiction or stay restraining its termination.

42. The Hon’ble Supreme Court in *Indian Oil Corporation vs. Amritsar Gas Service & Ors.*<sup>28</sup> has categorically held that granting a stay against termination of such a contract would amount to enforcing a contractual relationship which the law expressly recognises as terminable, and is therefore impermissible. The relevant paragraph of the said decision is reproduced herein under for ready reference:

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<sup>28</sup> (1991) 1 SCC 533



**“12.** The arbitrator recorded finding on Issue No. 1 that termination of distributorship by the appellant-Corporation was not validly made under clause 27. Thereafter, he proceeded to record the finding on Issue No. 2 relating to grant of relief and held that the plaintiff-respondent 1 was entitled to compensation flowing from the breach of contract till the breach was remedied by restoration of distributorship. Restoration of distributorship was granted in view of the peculiar facts of the case on the basis of which it was treated to be an exceptional case for the reasons given. The reasons given state that the Distributorship Agreement was for an indefinite period till terminated in accordance with the terms of the agreement and, therefore, the plaintiff-respondent 1 was entitled to continuance of the distributorship till it was terminated in accordance with the agreed terms. The award further says as under:

“This award will, however, not fetter the right of the defendant Corporation to terminate the distributorship of the plaintiff in accordance with the terms of the agreement dated April 1, 1976, if and when an occasion arises.”

This finding read along with the reasons given in the award clearly accepts that the distributorship could be terminated in accordance with the terms of the agreement dated April 1, 1976, which contains the aforesaid clauses 27 and 28. Having said so in the award itself, it is obvious that the arbitrator held the distributorship to be revokable in accordance with clauses 27 and 28 of the agreement. It is in this sense that the award describes the Distributorship Agreement as one for an indefinite period, that is, till terminated in accordance with clauses 27 and 28. The finding in the award being that the Distributorship Agreement was revokable and the same being admittedly for rendering personal service, the relevant provisions of the Specific Relief Act were automatically attracted. Sub-section (1) of Section 14 of the Specific Relief Act specifies the contracts which cannot be specifically enforced, one of which is „a contract which is in its nature determinable“. In the present case, it is not necessary to refer to the other clauses of sub-section (1) of Section 14, which also may be attracted in the present case since clause (c) clearly applies on the finding read with reasons given in the award itself that the contract by its nature is determinable. This being so granting the relief of restoration of the distributorship even on the finding that the breach was committed by the appellant-Corporation is contrary to the mandate in Section 14(1) of the Specific Relief Act and there is an error of law apparent on the face of the award which is stated to be made according to „the law governing such cases“. The grant of this relief in the award cannot, therefore, be sustained.”

*(emphasis supplied)*



43. In light of the foregoing discussion and settled position of law, this Court is of the view that no stay or injunction can be granted against the Termination Notice issued on 29.01.2026, the Agreement being determinable in nature.

44. However, it is not in dispute that the Termination has not yet come into effect, inasmuch as the Notice of Termination, as handed over across the Bar, essentially stipulates that the said termination shall take effect 30 days from the date of the said notice. Having due regard to the settled position of law discussed hereinabove, and considering the facts and circumstances of the present case, this Court is of the considered view that the Petitioner has been able to establish a strong *prima facie* case warranting the grant of limited interim protection.

45. This Court is of the considered view that the balance of convenience lies in favour of the Petitioner, inasmuch as the opening of the Expressions of Interest would effectively result in the ouster of the Petitioner. For this reason as well, the Court is of the opinion that such action would lead to irreparable loss. Additionally, it is the specific case of the Petitioner that the entire contractual value was computed on the premise that the AMC was to subsist for a continuous period of seven years, as opposed to the Respondent's contention that the AMC was envisaged to operate on a year-to-year basis.

46. Further, this Court is *prima facie* inclined to agree with the Petitioner that the terms of the Agreement appear to indicate that the intent of the Tendering Authority was to invite bids on the basis that the AMC would be for a period of seven years.



47. Consequently, a stay is warranted in respect of the Fresh EOI, i.e., Expression of Interest dated 01.12.2025, particularly in view of the fact that the matter is to be taken up before the learned Arbitrator. This Court also takes note of the submission that, as on date, the undertaking given by the learned counsel for the Respondent to maintain *status quo* till 07.02.2026 continues to remain in force. In effect, the said *status quo*, as presently operating, shall stand extended for a further period, *namely*, until such time as the learned Arbitrator enters upon the reference and considers the matter.

48. Conclusion to grant *status quo* is fortified by the fact that ITI/Respondent No. 1 had, even prior to the issuance of the Termination Notice, which itself constitutes a subsequent event, clearly evinced its intent to substitute the Petitioner by issuing the fresh EOI. In effect, the said Expression of Interest, which seeks substitution of the Petitioner as the service provider under the AMC, is a necessary sequitur to termination. The issuance thereof at a stage anterior to the Termination Notice unmistakably reflects a pre-determined and foreclosed approach on the part of the Respondent.

49. This conduct, in the considered opinion of this Court, establishes the necessity for the grant of interim injunctive relief. Upon a *prima facie* examination of the factual matrix placed before this Court in proceedings under Section 9 of the Act, this Court is of the view that permitting the Respondent to proceed with the opening, evaluation, or finalisation of the EOI at this juncture would not only render the further proceedings nugatory and illusory but would also irreversibly disturb the existing *status quo*. Such action would have the inevitable consequence of eroding the very substratum of the disputes between the parties.



50. Accordingly, and in order to preserve the subject matter of the dispute and to ensure that the arbitral proceedings are not rendered illusory, the Notice inviting fresh EOI dated 01.12.2025, together with all consequential and ancillary actions taken or proposed to be taken pursuant thereto, including the opening, evaluation, or finalisation of bids, are stayed until such time as the learned Arbitrator enters upon the reference and considers the matter in accordance with law.

51. At this stage, this Court also takes note of the fact that, in order to ascertain the desire of the parties as to whether they intend to have the disputes referred to arbitration, and to ensure that the commencement of arbitral proceedings is not unduly delayed, the matter was re-listed on 04.02.2026 for this limited purpose. On the said date, having regard to the facts and circumstances of the case and with a view to facilitating the expeditious resolution of disputes between the parties, both parties were *ad idem* that the matter be referred to arbitration by a retired Judge of the Hon'ble Supreme Court.

52. In doing so, the parties waive the relevant terms of the arbitration agreement governing the mode of appointment, and consent to the appointment of an Arbitrator forthwith in the interest of justice.

53. In view of the aforesaid, and having regard to the value of the claims involved as well as the nature of the disputes between the parties, this Court is of the considered opinion that **Hon'ble Mr. Justice S. Ravindra Bhat, Former Judge of the Hon'ble Supreme Court, Mobile No. [REDACTED]**] be requested to enter upon the reference at the earliest.



54. Accordingly, the Registry is directed to inform the learned Judge of the passing of the present Order forthwith, along with the complete record of the case.

55. The parties are also directed to independently ensure that a copy of the present Order and the relevant record are duly communicated to the learned Judge forthwith.

56. Since the learned Arbitral Tribunal has now been constituted, it is appropriate that further consideration of interim measures be undertaken by the Tribunal itself in exercise of powers under Section 17 of the Act. The legislative scheme post the 2015 Amendment clearly envisages that once the Tribunal is in place, interim protection should ordinarily emanate from the arbitral forum. In the circumstances, and in order to respect the autonomy of the arbitral process, this Court considers it appropriate to relegate the parties to the learned Arbitral Tribunal for continuation of interim reliefs.

57. For the aforesaid purpose, and consideration of any of the other reliefs sought in the present Petition, it is directed that the present Petition filed under Section 9 of the Act be treated as an Application under Section 17 of the Act and be placed before the learned Arbitrator for consideration in accordance with the law.

58. At this stage, it is clarified that the observations made herein are purely *prima facie* in nature and have been rendered only for the limited purpose of considering and ensuring the preservation of the subject matter of the dispute until the disputes are adjudicated by the Arbitral Tribunal. Nothing stated in the present order shall be construed as an expression of opinion on the merits of the disputes between the parties, *including*, but not limited to, the interpretation of



2026:DHC:993



the terms of the AMC, its duration, scope, or any alleged breaches thereof.

59. Accordingly, all rights and contentions of the parties are expressly left open to be urged before the learned Arbitral Tribunal, which shall adjudicate the disputes independently, strictly in accordance with law, and uninfluenced by any observations contained in this order.

60. This Court requests the learned Arbitrator to enter into the reference at the earliest to consider and adjudicate upon the said Section 17 Application within a period of two weeks from today.

61. Accordingly, the present Petition, in terms of the above observations, along with pending Application(s), if any, stands disposed of.

**HARISH VAIDYANATHAN SHANKAR, J.**

**FEBRUARY 06, 2026/sm/DJ**