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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

**Date of decision: 16.04.2026**

+ O.M.P.(I) (COMM.) 255/2024

**PREMIER CABLES AND CONDUCTORS PRIVATE LIMITED** .....Petitioner

Through: Mr. Deepak Vohra and Mr.  
Yuvv Wadhwa, Advocates.

versus

**CAPITAL TRADE LINKS LTD.** .....Respondent

Through: Mr. Vijay Singh, Mr. Ashwini  
Kumar and Mr. Shubh Goyai,  
Advocates.

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

**JUDGMENT (ORAL)**

1. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996<sup>1</sup>**, seeking the following reliefs:

“.....

- a) pass an interim injunction in favour of the petitioner and against the Respondent whereby directing the Respondent to deposit the original loan agreement dated 08.07.2023 with the Registry or any other responsible person / official as appointed by this Hon'ble Court; and
- b) Pass an interim injunction in favour of the Petitioner and against the Respondent thereby directing the Respondent to not to act upon or proceed in any manner arising out of or related to the loan agreement dated 08.07.2023; and
- c) Pass an interim injunction thereby directing the Respondents not to assign or create any third party interest with respect to the loan agreement dated 08.07.2023; and
- d) Pass an ex parte ad interim order/s in terms of the reliefs "a" to

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<sup>1</sup> Act



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"c" hereinabove.

- e) Any other and further orders as this Hon'ble Court may deem fit and proper in the circumstances of the case be passed in favour of the petitioner.”

2. At the outset, this Court takes note of the fact that the present Petition has remained pending before this Court for a considerable period of nearly twenty (20) months.

3. During the course of the hearing today, a specific query was put to learned counsel appearing for the Petitioner as to whether any steps had been taken towards the invocation or commencement of arbitral proceedings in terms of the arbitration agreement between the parties. In response thereto, learned counsel fairly submitted that no instructions have been received indicating that any such steps have been undertaken by the Petitioner till date.

4. At this stage, this Court deems it apposite to refer to Section 9 of the Act, which reads as follows:

**“9. Interim measures, etc., by Court.-** (1) A party may, before or during arbitral proceedings or at any time after the making of the arbitral award but before it is enforced in accordance with section 36, apply to a court-

- (i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
- (ii) for an interim measure of protection in respect of any of the following matters, namely:-
  - (a) the preservation, interim custody or sale of any goods which are the subject-matter of the arbitration agreement;
  - (b) securing the amount in dispute in the arbitration;
  - (c) the detention, preservation or inspection of any property or thing which is the subject matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;
  - (d) interim injunction or the appointment of a receiver; (e)



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such other interim measure of protection as may appear to the Court to be just and convenient, and the Court shall have the same power for making orders as it has for the purpose of, and in relation to, any proceedings before it.

(2) Where, before the commencement of the arbitral proceedings, a Court passes an order for any interim measure of protection under sub-section (1), the arbitral proceedings shall be commenced within a period of ninety days from the date of such order or within such further time as the Court may determine.

(3) Once the arbitral tribunal has been constituted, the Court shall not entertain an application under sub-section (1), unless the Court finds that circumstances exist which may not render the remedy provided under section 17 efficacious.”

5. This Court further takes note of the submissions recorded in the Order dated 25.02.2025, wherein learned counsel for the Petitioner had stated before this Court that the Petitioner was in the process of invoking arbitration.

6. However, despite the lapse of more than fourteen months since the aforesaid statement was made, no material has been placed on record to demonstrate that any concrete steps have thereafter been taken towards the invocation of arbitration, issuance of notice under Section 21 of the Act, constitution of the arbitral tribunal, or commencement of arbitral proceedings. The position, therefore, remains wholly stagnant.

7. In this backdrop, this Court is constrained to observe that a petition under Section 9 of the Act cannot be permitted to remain pending indefinitely, particularly when the Petitioner, despite availing the jurisdiction of this Court, fails to exhibit any *bona fide* intention to pursue the substantive arbitral remedy. The present Petition has remained pending for nearly twenty months from the date of institution, and yet no discernible progress has been made towards the commencement of arbitration.



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8. It is well settled that the jurisdiction exercised by the Court under Section 9 of the Act is ancillary, protective, and facilitative in nature. It is not an independent or substantive remedy in itself, but one intended to preserve the subject matter of disputes and protect the efficacy of arbitral proceedings.

9. The very text of Section 9(1) makes it abundantly clear that interim measures may be sought “*before or during arbitral proceedings or at any time after the making of the arbitral award but before it is enforced in accordance with Section 36*”. Thus, where a petition is instituted *before* commencement of arbitration, the jurisdiction of the Court is necessarily premised upon the existence of a genuine and manifest intention on the part of the applicant to refer disputes to arbitration within a reasonable period of time.

10. The legislative object underlying Section 9 of the Act is not to create a parallel or perpetual forum for litigants who seek, or profess an intention to seek, interim orders while indefinitely postponing recourse to arbitration. Petitions under the said provision cannot be permitted to operate as instruments for securing tactical advantage, for indefinitely continuing *ad interim* arrangements, or for burdening the docket of Courts without any genuine pursuit of the principal remedy. A petition under Section 9 of the Act can survive only as an adjunct to arbitral proceedings, whether imminent, pending, or concluded but awaiting enforcement. It cannot be allowed to subsist in isolation or continue in perpetuity.

11. In *Sundaram Finance Ltd. v. NEPC India Ltd*<sup>2</sup>, the Hon’ble Supreme Court categorically held that, though an application under

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



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Section 9 of the Act may be maintainable even before issuance of notice invoking arbitration, the applicant must nevertheless demonstrate a manifest intention to commence arbitral proceedings. The relevant portion of the said Judgement reads as under:

“19. When a party applies under Section 9 of the 1996 Act, it is implicit that it accepts that there is a final and binding arbitration agreement in existence. It is also implicit that a dispute must have arisen which is referable to the Arbitral Tribunal. Section 9 further contemplates arbitration proceedings taking place between the parties. Mr. Subramaniam is, therefore, right in submitting that when an application under Section 9 is filed before the commencement of the arbitral proceedings, there has to be manifest intention on the part of the applicant to take recourse to the arbitral proceedings if, at the time when the application under Section 9 is filed, the proceedings have not commenced under Section 21 of the 1996 Act. In order to give full effect to the words “before or during arbitral proceedings” occurring in Section 9, it would not be necessary that a notice invoking the arbitration clause must be issued to the opposite party before an application under Section 9 can be filed. The issuance of a notice may, in a given case, be sufficient to establish the manifest intention to have the dispute referred to an Arbitral Tribunal. But a situation may so demand that a party may choose to apply under Section 9 for an interim measure even before issuing a notice contemplated by Section 21 of the said Act. If an application is so made, the court will first have to be satisfied that there exists a valid arbitration agreement and the applicant intends to take the dispute to arbitration. Once it is so satisfied, the court will have the jurisdiction to pass orders under Section 9 giving such interim protection as the facts and circumstances warrant. While passing such an order and in order to ensure that effective steps are taken to commence the arbitral proceedings, the court while exercising jurisdiction under Section 9 can pass a conditional order to put the applicant to such terms as it may deem fit with a view to see that effective steps are taken by the applicant for commencing the arbitral proceedings. What is apparent, however, is that the court is not debarred from dealing with an application under Section 9 merely because no notice has been issued under Section 21 of the 1996 Act.”

*(emphasis supplied)*

12. In the present case, the record does not disclose any manifest intention on the part of the Petitioner to genuinely pursue arbitration,



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notwithstanding the specific statement made in that regard before this Court. On the contrary, the prolonged inaction of the Petitioner, the absence of any notice invoking arbitration, and the failure to take any consequential steps even after representing before this Court in February, 2025 that arbitration was in the process of being invoked, all militate against the very foundational premise upon which jurisdiction under Section 9 of the Act is based.

13. Furthermore, during the pendency of the present Petition, the Petitioner has never pressed for any urgent or substantive interim directions. Such conduct clearly indicates that there existed no immediate necessity, imminent danger, or pressing urgency warranting the grant of the reliefs sought in the Petition. On the contrary, the circumstances suggest that the Petition has merely been kept pending without any genuine intention of pursuing either the interim reliefs claimed or the arbitral remedy contemplated under law.

14. This Court also notes that Section 9(2) of the Act mandates that where interim protection is granted by the Court before commencement of arbitral proceedings, the arbitral proceedings are to be commenced within ninety days from the date of such order, unless extended by the Court.

15. Though in the present case no interim order attracting Section 9(2) appears to have been passed, the absence of such an order cannot be construed as a licence for indefinite delay or procedural indolence. The statutory framework clearly reflects legislative intent that recourse to Section 9 of the Act prior to arbitration must be closely followed by commencement of arbitral proceedings within a proximate timeframe.



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16. The Court cannot countenance a situation where a party approaches the Court invoking urgent interim jurisdiction, asserts the existence of arbitrable disputes requiring immediate protection, and thereafter remains supine for months and years together without initiating arbitration. Such conduct is inconsistent with the scheme of the Act and undermines the expeditious dispute resolution mechanism contemplated therein.

17. Judicial time is a scarce public resource. The processes of the Court cannot be utilised to indefinitely keep matters pending where the litigant itself displays no diligence in prosecuting the substantive remedy available under law. Courts exist to adjudicate live disputes and facilitate lawful remedies, not to preserve dormant proceedings at the instance of parties who choose not to act despite opportunity.

18. In the considered opinion of this Court, no useful purpose would be served in keeping the present Petition pending any further. The Petitioner has failed to demonstrate *bona fide* steps towards commencement of arbitration despite repeated opportunities and despite lapse of substantial time. The continuation of the present proceedings would therefore be contrary to the object and scheme of Section 9 of the Act.

19. Accordingly, the present Petition, along with pending application, if any, is dismissed in the aforesaid terms.

20. No Order as to costs.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**APRIL 16, 2026/tk/kr/sg**