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- * **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ FAO(OS) (COMM) 225/2024, CM APPL. 58706/2024 & CM APPL. 58708/2024.

GOVERNMENT OF INDIA THROUGH JOINT
SECRETARY, MINISTRY OF PETROLEUM AND
NATURAL GAS

.....Appellant

Through: Mr. Vikramjit Banerjee, ASG,
Mr. K.R. Sasiprabhu, Mr. Vishnu Sharma,
and Ms. Namrata Saraogi, Advocates
Mr. Amitesh Chandra Mishra and Mr.
Harshit S. Gahlot, Advs.

versus

VEDANTA LIMITED & ANR.

.....Respondents

Through: Mr. Jayant Mehta, Sr. Advocate
with Ms. Shruti Sabharwal, Mr. Rachit
Bansal and Mr. Rajat Sinha, Advocates for
R1
Mr. Rishab Aggarwal, Adv. for R-2

- + FAO(OS) (COMM) 226/2024 & CM APPL. 58712/2024

GOVERNMENT OF INDIA, THROUGH JOINT
SECRETARY, MINISTRY OF PETROLEUM AND
NATURAL GAS

.....Appellant

Through: Mr. Vikramjit Banerjee, ASG,
Mr. K.R. Sasiprabhu, Mr. Vishnu Sharma,
and Ms. Namrata Saraogi, Advocates
Mr. Amitesh Chandra Mishra and Mr.
Harshit S. Gahlot, Advs.

versus

CAIRN INDIA LIMITED & ORS.

.....Respondents

Through: Mr. Jayant Mehta, Sr. Advocate
with Ms. Shruti Sabharwal, Mr. Rachit
Bansal and Mr. Rajat Sinha, Advocates for
R1



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Mr. Rishab Aggarwal, Adv. for R-2 and 3

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT (ORAL)

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31.07.2025

C. HARI SHANKAR, J.

1. Inasmuch as the present judgment decides these appeals on the aspect of maintainability, it is not necessary for us to delve deep into the facts. Suffice it, therefore, to state that arbitral proceedings between the parties culminated in a partial arbitral award dated 12 October 2004 and final arbitral award dated 26 October 2016. The seat of arbitration was Malaysia.

2. The appellant challenged the aforesaid awards before the competent courts in Kuala Lumpur and lost.

3. Thereafter the respondents being the successful award holders moved OMP (EFA) (COMM) 15/2016¹ and OMP (EFA) (COMM) 5/2017² under Sections 47 and 49 of the Arbitration and Conciliation Act, 1996³. In the said appeals, in OMP (EFA) (COMM) 5/2017, the respondent-award holder moved EX. APPL(OS) 635/2024 and EX. APPL(OS) 1105/2024 - DIR. In OMP (EFA) (COMM) 15/2016, the respondents moved EX APPL (OS) 1316/2024. The prayers in the applications were identical, and identical orders have been passed

¹ Cairn India Ltd & ors v Govt of India

² Vedanta Ltd & anr v Govt of India

³ "the 1996 Act", hereinafter



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therein, leading to the present appeals.

4. All applications were preferred under Section 151⁴ of the CPC⁵.

5. In EX. APPL (OS) 635/2024, the respondent, while seeking early hearing, advanced an alternate prayer for a restraint against the appellant from renewing four bank guarantees for an amount of ₹ 94,11,13,692/- provided by them as well as a direction to the ICICI Bank, which had issued the said Bank Guarantees, not to encash them till the next date of hearing.

6. In EX. APPL (OS) 635/2024, a learned Single Judge of this Court, by order dated 24 April 2024, restrained the encashment of four bank guarantees furnished by the respondent subject to an undertaking being provided by the respondent as directed in the said order. For ready reference, para 7 of the order dated 24 April 2024 may be reproduced as under:

“7. In the meanwhile, the bank guarantees will not be encashed, subject to an undertaking being filed by the award holder-company through an authorised representative, supported by a Board Resolution, to the effect that fresh bank guarantees for the requisite amount will be furnished, if so directed by the Court on 15.05.2024 or thereafter. The undertaking will also state that, in the event there is any impediment in furnishing of fresh bank guarantees or invocation of the present bank guarantees after 12.05.2024, the award holder will deposit the amounts secured by the bank guarantees into Court, in terms of any directions that the Court may pass. The undertaking be filed by 01.05.2024.”

⁴ 151. **Saving of inherent powers of Court.** – Nothing in this Code shall be deemed to limit or otherwise affect the inherent power of the Court to make such orders as may be necessary for the ends of justice or to prevent abuse of the process of the Court.

⁵ Code of Civil Procedure, 1908



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7. EX. APPL (OS) 1105/2024-DIR also instituted by the respondent, sought a restraint against the encashment of six other bank guarantees provided by the respondent, amounting to ₹ 134,77,25,758/-. By order dated 26 July 2024, passed in the said application, a learned Single Judge directed thus:

“4. It is, therefore, directed that till the next date of hearing, the petitioner need not renew the 6 Bank Guarantees amounting to Rs. 134,77,25,758/- till 06.08.2024 subject to an undertaking being filed by the decree holder - company through an authorised representative, supported by a Board Resolution, to the effect that fresh bank guarantees for the requisite amount will be furnished, if so directed by the Court on 06.08.2024 or thereafter. The undertaking will also state that, in the event there is any impediment in furnishing of fresh bank guarantees or invocation of the present bank guarantees after 06.08.2024, the award holder will deposit the amounts secured by the bank guarantees into Court, in terms of any directions that the Court may pass. The undertaking be filed before 06.08.2024.”

8. Following the above orders, the learned Single Judge passed the following identical order, on 23 August 2024 in Ex Appl (OS) 1316/2024 in OMP (EFA) (COMM) 15/2016:

“5. It is therefore directed that the petitioner need not renew Bank Guarantee No. 0544BGR0122120 dated 02.09.2024 (expiry) amounting to Rs 5,81,40,722/- subject to an undertaking being filed by the petitioner, through an authorised representative supported by a Board Resolution, to the effect that fresh Bank Guarantees for the requisite amount will be furnished, if so directed by the Court, on any subsequent date.”

9. The appellant-UOI has assailed the aforesaid orders before this Court by means of the present appeals preferred under Section 13 (1-A)⁶ of the Commercial Courts Act.

⁶ (1-A) Any person aggrieved by the judgment or order of a Commercial Court at the level of District Judge exercising original original civil jurisdiction or, as the case may be, Commercial Division of a High Court may appeal



Rival Submissions

10. Mr. Jayant Mehta, learned Senior Counsel for the respondents addressed a preliminary objection to the maintainability of these appeals. Accordingly, we have heard Mr. Vikramjeet Banerjee, learned ASG for the UOI and Mr. Jayant Mehta, learned Senior Counsel for the respondents, at length. Written submissions have also been filed by the parties.

11. Submissions of Mr. Jayant Mehta

11.1 Mr. Mehta submits that the impugned order has been passed under Section 151 of the CPC and that no appeal lies, under Section 13 of the Commercial Courts Act, against an order passed under Section 151 of the CPC. Mr. Mehta submits that an appeal lies to the Commercial Appellate Division of this Court only in terms of Section 13 (1-A) of the Commercial Courts Act read with the proviso thereto. The proviso to Section 13 (1-A) restricts the remedy of appeal to orders passed by the Commercial Court as specifically enumerated in Order XLIII⁷ of the CPC and Section 37⁸ of the 1996 Act. It is,

to the Commercial Appellate Division of that High Court within a period of sixty days from the date of the judgment or order:

Provided that an appeal shall lie from such orders passed by a Commercial Division or a Commercial Court that are specifically enumerated under Order XLIII of the Code of Civil Procedure, 1908 (5 of 1908) as amended by this Act and Section 37 of the Arbitration and Conciliation Act, 1996 (26 of 1996).

⁷ 1. **Appeals from orders.** – An appeal shall lie from the following orders under the provisions of Section 104, namely:—

(a) an Order under Rule 10 of Order VII returning a plaint to be presented to the proper Court except where the procedure specified in Rule 10-A of Order VII has been followed;

(c) an Order under Rule 9 of Order IX rejecting an application (in a case open to appeal) for an order to set aside the dismissal of a suit;

(d) an Order under Rule 13 of Order IX rejecting an application (in a case open to appeal) for an order to set aside a decree passed ex parte;



however, conceded by learned counsel *ad idem* that an appeal would also lie if the order fell within the parameters of Section 50(1)⁹ of the 1996 Act in as much as the award under consideration is a foreign award.

11.2 Mr. Mehta's submission is that the present appeal does not fall within the parameters of Order XLIII of the CPC or Sections 37 and

- (f) an Order under Rule 21 of Order XI;

- (i) an Order under Rule 34 of Order XXI on an objection to the draft of a document or of an endorsement;
- (j) an Order under Rule 72 or Rule 92 of Order XXI setting aside or refusing to set aside a sale;
- (ja) an order rejecting an application made under sub-rule (1) of Rule 106 of Order XXI, provided that an order on the original application, that is to say, the application referred to in sub-rule (1) of Rule 105 of that Order is appealable;
- (k) an Order under Rule 9 of Order XXII refusing to set aside the abatement or dismissal of a suit;
- (l) an Order under Rule 10 of Order XXII giving or refusing to give leave;

- (n) an Order under Rule 2 of Order XXV rejecting an application (in a case open to appeal) for an order to set aside the dismissal of a suit;
- (na) an Order under Rule 5 or Rule 7 of Order XXXIII rejecting an application for permission to sue as an indigent person;

- (p) orders in interpleader-suit under Rule 3, Rule 4 or Rule 6 of Order XXXV;
- (q) an Order under Rule 2, Rule 3 or Rule 6 of Order XXXVIII;
- (r) an Order under Rule 1, Rule 2, Rule 2-A, Rule 4 or Rule 10 of Order XXXIX;
- (s) an Order under Rule 1 or Rule 4 of Order XL;
- (t) an order of refusal under Rule 19 of Order XLI to readmit, or under Rule 21 of Order XLI to rehear, an appeal;
- (u) an Order under Rule 23 or Rule 23-A of Order XLI remanding a case, where an appeal would lie from the decree of the Appellate Court;

- (w) an Order under Rule 4 of Order XLVII granting an application for review.

⁸ 37. Appealable orders. –

(1) Notwithstanding anything contained in any other law for the time being in force, an appeal shall lie from the following orders (and from no others) to the Court authorised by law to hear appeals from original decrees of the Court passing the order, namely:—

- (a) refusing to refer the parties to arbitration under Section 8;
- (b) granting or refusing to grant any measure under Section 9;
- (c) setting aside or refusing to set aside an arbitral award under Section 34.

(2) Appeal shall also lie to a court from an order of the arbitral tribunal—

- (a) accepting the plea referred to in sub-section (2) or sub-section (3) of Section 16; or
- (b) granting or refusing to grant an interim measure under Section 17.

⁹ 50. Appealable orders. –

(1) Notwithstanding anything contained in any other law for the time being in force, an appeal shall lie from the order refusing to—

- (a) refer the parties to arbitration under Section 45;
- (b) enforce a foreign award under Section 48;

to the Court authorised by law to hear appeals from such order.



50 of the 1996 Act. Ergo, he submits that appeals are not maintainable.

12. Submissions of Mr. Banerjee in reply

12.1 Rebutting the said submission, Mr. Banerjee has placed reliance on Order XLIII Rule 1(r) of the CPC read with orders XXXIX Rules 1, 2 and 10¹⁰ thereof. He submits that the impugned order is *akin* to orders which may be passed under Order XXXIX Rules 1, 2 and 10 of the CPC and that therefore the appeals would be maintainable in terms of Section 13 of the Commercial Courts Act read with Order XLIII Rule 1(r) of the CPC.

12.2 Apropos Mr. Mehta's submission that the impugned order has been passed under Section 151 of the CPC, Mr. Banerjee places reliance on paras 7 and 8 of the judgment of the Supreme Court in

¹⁰ 1. **Cases in which temporary injunction may be granted.**— Where in any suit it is proved by affidavit or otherwise—

- (a) that any property in dispute in a suit is in danger of being wasted, damaged or alienated by any party to the suit, or wrongfully sold in execution of a decree, or
- (b) that the defendant threatens, or intends, to remove or dispose of his property with a view to defrauding his creditors,
- (c) that the defendant threatens to dispossess the plaintiff or otherwise cause injury to the plaintiff in relation to any property in dispute in the suit,

the Court may by order grant a temporary injunction to restrain such act, or make such other order for the purpose of staying and preventing the wasting, damaging, alienation, sale, removal or disposition of the property or dispossession of the plaintiff, or otherwise causing injury to the plaintiff in relation to any property in dispute in the suit] as the Court thinks fit, until the disposal of the suit or until further orders.

2. Injunction to restrain repetition or continuance of breach.—

- (1) In any suit for restraining the defendant from committing a breach of contract or other injury of any kind, whether compensation is claimed in the suit or not, the plaintiff may, at any time after the commencement of the suit, and either before or after judgment, apply to the Court for a temporary injunction to restrain the defendant from committing the breach of contract or injury complained of, or any breach of contract or injury of a like kind arising out of the same contract or relating to the same property or right.
- (2) The Court may by order grant such injunction, on such terms as to the duration of the injunction, keeping an account, giving security, or otherwise, as the Court thinks fit.

10. Deposit of money, etc. in Court.— Where the subject-matter of a suit is money or some other thing capable of delivery and any party thereto admits that he holds such money or other thing as a trustee for another party, or that it belongs or is due to another party, the Court may order the same to be deposited in Court or delivered to such last-named party, with or without security, subject to the further direction of the Court.



*State of Uttar Pradesh v Roshan Singh*¹¹, which read thus :

“7. The principles which regulate the exercise of inherent powers by a court have been highlighted in many cases. In matters with which the Code of Civil Procedure does not deal with, the court will exercise its inherent power to do justice between the parties which is warranted under the circumstances and which the necessities of the case require. If there are specific provisions of the Code of Civil Procedure dealing with the particular topic and they expressly or by necessary implication exhaust the scope of the powers of the court or the jurisdiction that may be exercised in relation to a matter, the inherent powers of the court cannot be invoked in order to cut across the powers conferred by the Code of Civil Procedure. The inherent powers of the court are not to be used for the benefit of a litigant who has a remedy under the Code of Civil Procedure. Similar is the position vis-à-vis other statutes.

8. The object of Section 151 CPC is to supplement and not to replace the remedies provided for in the Code of Civil Procedure. Section 151 CPC will not be available when there is alternative remedy and the same is accepted to be a well-settled ratio of law. The operative field of power being thus restricted, the same cannot be risen to inherent power. The inherent powers of the court are in addition to the powers specifically conferred on it. If there are express provisions covering a particular topic, such power cannot be exercised in that regard. The section confers on the court power of making such orders as may be necessary for the ends of justice of the court. Section 151 CPC cannot be invoked when there is express provision even under which the relief can be claimed by the aggrieved party. The power can only be invoked to supplement the provisions of the Code and not to override or evade other express provisions. The position is not different so far as the other statutes are concerned. Undisputedly, an aggrieved person is not remediless under the Act.”

12.3 Predicated on the afore-extracted paragraphs from *Roshan Singh*, Mr. Banerjee submits that Section 151 is only a supplementary provision, which is intended to provide reliefs which are ancillary to reliefs sought under other substantive provisions of the CPC. The substantive provision of the CPC, in supplement to which the reliefs had been sought by the respondent in the present case, he submits,

¹¹ (2008) 2 SCC 488



would be Order XXXIX Rules 1, 2 and 10 of the CPC.

12.4 Independently, Mr. Banerjee seeks to contend that the case would also fall under Section 50 of the 1996 Act. He has drawn our attention to paras 22 and 25 of the judgment of the Supreme Court in *Kandla Export Corporation v OCI Corporation*¹², which read thus:

“22. This, in fact, follows from the language of Section 50 itself. In all arbitration cases of enforcement of foreign awards, it is Section 50 alone that provides an appeal. Having provided for an appeal, the forum of appeal is left “to the Court authorised by law to hear appeals from such orders”. Section 50 properly read would, therefore, mean that if an appeal lies under the said provision, then alone would Section 13(1) of the Commercial Courts Act be attracted as laying down the forum which will hear and decide such an appeal.

25. What is important to note is that it is Section 50 that provides for an appeal, and not the letters patent, given the subject-matter of appeal. Also, the appeal has to be adjudicated within the parameters of Section 50 alone. Concomitantly, where Section 50 excludes an appeal, no such appeal will lie.”

12.5 Mr. Banerjee has sought to contradistinguish the wordings of Section 37 and 50 of the 1996 Act. His contention is that Section 50 does not contain the parenthesised expression, “and from no others” which finds place in Section 37. As such, he submits that Section 50 is not as watertight as Section 37, even if it has to be treated as a self-contained code.

12.6 Mr. Banerjee’s contention is that the omission, on the part of the legislature, to use the expression, “and from no others” in Section

¹² (2018) 14 SCC 715



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50, despite such an expression finding place in Section 39, has to be treated as deliberate.

12.7 In that view of the matter, he submits that the present appeal would also lie under Section 50 of the 1996 Act.

13. Submissions of Mr. Mehta in rejoinder

13.1 Mr. Mehta, learned Senior Counsel responding to the said submissions, contends that the issue is no longer *res integra*, as it stands covered by paras 89 and 90 of the judgment of the Supreme Court in *Fuerst Day Lawson Ltd v Jindal Exports Ltd.*¹³, which read thus:

“89. It is, thus, to be seen that Arbitration Act, 1940, from its inception and right through to 2004 (in *P.S. Sathappan*¹⁴) was held to be a self-contained code. Now, if the Arbitration Act, 1940 was held to be a self-contained code, on matters pertaining to arbitration, the Arbitration and Conciliation Act, 1996, which consolidates, amends and designs the law relating to arbitration to bring it, as much as possible, in harmony with the Uncitral Model must be held only to be more so. Once it is held that the Arbitration Act is a self-contained code and exhaustive, then it must also be held, using the lucid expression of Tulzapurkar, J., that it carries with it “a negative import that only such acts as are mentioned in the Act are permissible to be done and acts or things not mentioned therein are not permissible to be done”. In other words, a letters patent appeal would be excluded by the application of one of the general principles that where the special Act sets out a self-contained code the applicability of the general law procedure would be impliedly excluded.

90. We, thus, arrive at the conclusion regarding the exclusion of a letters patent appeal in two different ways; one, so to say, on a micro basis by examining the scheme devised by Sections 49 and 50 of the 1996 Act and the radical change that it brings about in the

¹³ (2011) 8 SCC 333

¹⁴ *P.S. Sathappan v Andhra Bank Ltd*, (2004) 11 SCC 672



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earlier provision of appeal under Section 6 of the 1961 Act and the other on a macro basis by taking into account the nature and character of the 1996 Act as a self-contained and exhaustive code in itself.”

Analysis

14. Having heard senior counsels for both sides, we are of the opinion that these appeals would not be maintainable in the present case, as they do not fall within Section 13 of the Commercial Courts Act.

15. Learned Senior Counsel are, thankfully, *ad idem* that an appeal under the Commercial Courts Act has necessarily to subscribe to Section 13. Appeals under the Commercial Courts Act would not lie to the Commercial Appellate Division of this Court, from a decision of the Commercial Court, unless they fall within Section 13 (1-A), read with the proviso thereto.

16. Courts cannot litigate. We, therefore, are bound by the discipline of Section 13 of the Commercial Courts Act. We cannot, even *ex debito justitiae*, read, into the statute, a right of appeal to the Commercial Appellate Division of this Court, from the judgement or order of a Commercial Court, in circumstances other than those envisaged by Section 13.

17. The proviso to Section 13 (1A) restricts the availability of the appellate remedy before the Commercial Appellate Division of this Court to orders passed by the Commercial Court under Order XLIII of



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the CPC or Section 37 of the 1996 Act. To this, we may add Section 50 of the 1996 Act.

18. Re. Order XLIII Rule 1(r) read with Order XXXIX Rules 1, 2 and 10

18.1 The attempt of Mr. Banerjee to pigeonhole the present case under Order XLIII Rule 1 (r) of the CPC read with Order XXXIX Rules 1, 2 and 10, though valiant, must fail.

18.2 Order XLIII Rule 1 (r), no doubt, provides for a remedy of appeal against orders passed under Order XXXIX of the CPC.

18.3 We, however, are not impressed by the submission that the order passed by the learned Single Judge in these appeals can be relatable to Order XXXIX Rules 1, 2 or 10 of the CPC.

18.4 Order XXXIX Rule 1 applies only during the pendency of a suit, and not thereafter. The applications of the respondent, in which the impugned orders were passed by the learned Single Judge, were not preferred in any pending suit.

18.5 Order XXXIX Rule 2 applies in a case of a suit which seeks to restrain a defendant from committing a breach of contract or other injury of any kind. In such a case, Order XXXIX Rule 2 permits the plaintiff, at any time after the commencement of the suit, and even after rendition of judgment therein, to restrain the defendant from committing the breach of contract or injury complained off. Quite



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clearly, the impugned order in this case, which restrains the encashment of the bank guarantees provided by the respondents cannot be treated to have been passed in a suit which seeks a restraint from committing a breach of contract or other injury. Clearly, therefore, the impugned order cannot be said to have been passed in terms of Order XXXIX Rule 2 of the CPC.

18.6 Order XXXIX Rule 10 deals with the case of a suit, in which the subject matter is money or some other thing capable of delivery, and there is an admission by one or the other party that he holds the money as a trustee for the other or that it is due to the other. In such cases, Order XXXIX Rule 10 permits the Court to direct the admitted amount to be deposited in Court or deliver to the opposite party. This is not a case in which any such admission has taken place or a case in which any order has been passed in terms of Order XXXIX Rule 10 of the CPC.

18.7 We are unable to accept Mr. Banerjee's submission that the impugned orders have been passed in terms of Order XXXIX Rules 1, 2 and 10 of the CPC, so as to render these appeals maintainable in terms of Section 13 of the Commercial Courts Act read with Order XLIII Rule 1 (r) of the CPC.

18.8 Interestingly, the submission of the appellant, in the appeal, is that the impugned orders of the learned Single Judge are *akin* to orders passed under Order XXXIX Rules 1, 2 or 10. With respect, the submission is neither here nor there. If the orders passed by the learned Single Judge can be said to have been passed under Order



XXXIX, they would be appealable under Order XLIII Rule 1(r) and, consequently, under Section 13 of the Commercial Courts Act; else, they would not. There is no half way house. As the implementers, and not the progenitors, of the statute, we cannot rewrite either Order XLIII of the CPC or Section 13 of the Commercial Courts Act. We cannot, therefore, extend the reach of Section 13 of the Commercial Courts Act to orders which are *akin* to orders passed under Order XLIII of the CPC.

19. Re. Section 50 of the 1996 Act

19.1 Adverting, now to the provisions of the 1996 Act, we need not advert to Section 37, as it is nobody's case that the impugned orders have been passed under Section 37, which deals only with domestic arbitrations.

19.2 Apropos Section 50, we are unable to accept Mr. Banerjee's contention that the omission, from Section 50, of the words "and from no others", which finds place in Section 37 of the 1996 Act, would permit appeals to be filed under Section 50, in cases which are not covered by clauses (a) or (b) thereof.

19.3 Section 50, as has been held by the Supreme Court in *Fuerst Day Lawson*, is a self-contained code and clearly delineates the categories of cases in which appeals can be preferred thereunder. An appeal shall lie under Section 50 only from an order refusing reference of the parties to arbitration under Section 45, or refusing to enforce a foreign award under Section 48. The mere fact that the sub-section



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does not contain the words “and from no other” cannot be read as meaning that appeals which do not subscribe either to clause (a) or clause (b) of Section 50 of the 1996 Act would be maintainable under Section 50.

19.4 Clearly, the impugned orders do not refuse either to refer the parties to arbitration or to enforce a foreign award.

19.5 The present appeals cannot, therefore, be maintained under Section 50.

19.6 We also draw support, in this context, from paragraph 22 of the decision in *Kandla Export Corporation*, which holds, in express terms, that an appeal under Section 13(1) of the Commercial Courts Act, would be attracted only if an appeal lies under Section 50.

19.7 As such, unless the appeal is maintainable either under Clause (a) or clause (b) of Section 50(1), no appeal under Section 13(1) of the Commercial Courts Act would be maintainable.

19.8 Inasmuch as the impugned order cannot be said to subscribe either the clause (a) or clause (b) of Section 50 (1) of the 1996 Act, the present appeals would not lie even in terms of Section 50 read with Section 13(1) of the Commercial Courts Act.

20. The sequitur

In view of the aforesaid, we are of the opinion that the objection of the



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respondents, to the maintainability of these appeals, has substance.

Conclusion

21. These appeals are accordingly dismissed as not maintainable, without entering into merits.

22. This order would not restrain the appellants from availing appropriate alternative remedies, if available under the law, for the reliefs sought in these appeals.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

JULY 31, 2025/yg