



2025:DHC:8440



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(OS) 664/2025**

Date of Decision: **18.09.2025****IN THE MATTER OF:**

ENGINEERING PROJECTS (INDIA) LIMITED &amp; ORS.

.....Plaintiff

Through: Mr. Sandeep Sethi, Sr. Adv. with Mr.  
Ajit Warriar, Mr. Angad Kochhar,  
Mr. Himanshu Setia, Mr. Vedant  
Kashyap, Mr. Sumer Dev Sethi, Ms.  
Riya Kumar and Ms. Richa Khare,  
Adv.

versus

MSA GLOBAL LLC (OMAN)

.....Defendant

Through: None.

**CORAM:****HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV****JUDGEMENT****PURUSHAINDR KUMAR KAURAV, J. (ORAL)****I.A. 23366/2025 (filed on behalf of the plaintiffs seeking extension of time for payment/affixation of deficient court fees)**

1. Heard, Mr. Sandeep Sethi, learned senior counsel appearing for the plaintiffs.
2. He, at the outset, submits that the requisite Court fee has been paid, and therefore, I.A. 23366/2025 has rendered infructuous.
3. Let the Registry to verify the same.

**CS(OS) 664/2025**

1. The instant suit is filed seeking the following reliefs:-

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*“A. pass a decree of declaration in favour of the Plaintiffs and against the Defendant that the initiation and continuance of the committal/contempt proceedings before the Singapore High Court, registered as Case No. HC/SUM 2005/2025, against the Plaintiffs No.1 to 5 is vexatious, oppressive and an abuse of process;*

*B. pass a decree of declaration that the judgment dated 15.08.2025 passed by the Singapore High Court in the motion for anti-suit injunction filed by the Defendant, registered as HC/OA 519/25, is not conclusive or binding or enforceable as between the Plaintiff No. and the Defendant;*

*C. pass a decree of permanent injunction in favour of the Plaintiffs Nos.1 to 5 and against the Defendant restraining and interdicting the Defendant, its directors, officers, agents and representatives, from maintaining or continuing with or appearing or participating in the committal/contempt proceedings (Case No. HC/SUM 2005/2025) instituted and filed against the Plaintiffs No. 1 to 5 before the Singapore High Court;*

*D. grant costs of the present suit in favour of the Plaintiffs and against the Defendant”*

2. Let the plaint be registered as a suit.
3. Summons be issued to the defendant by all permissible modes on filing of process fee.
4. Affidavit of service be filed within two weeks.
5. The summons shall indicate that the written statement must be filed within thirty days from the date of receipt of the summons. The defendant shall also file affidavits of admission/denial of the documents filed by the plaintiffs, failing which the written statement shall not be taken on record.
6. The plaintiffs are at liberty to file replications thereto within thirty days after filing of the written statement.
7. The replications shall be accompanied by affidavits of admission/denial in respect of the documents filed by the defendant, failing which the replication shall not be taken on record.
8. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

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9. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.
10. List before the concerned Joint Registrar for marking of exhibits on 11.12.2025.

**I.A. 23367/2025 (for ex parte ad interim relief)**

1. *In limine*, Mr. Sandeep Sethi, learned senior counsel, points out that the advance service of the suit has been effected on the defendant, and the corresponding affidavit of service has been placed on record. The same is extracted as under:-

*“I, Vedant Kashyap, Son of Late Sh. Samrendra Kumar, aged about 25 years, Advocate (Enrolment Number D/13967/2023), having office at Shardul Amarchand Mangaldas & Co. located at Amarchand Towers, 216, Okhla Industrial Estate Phase III, New Delhi 110020, do hereby solemnly affirm and state as under;*

- “I state that I am the counsel representing Engineering Projects (India) Limited, the Plaintiffs in the captioned matter. I am well acquainted with the facts and circumstances of the present case and as such competent to swear this affidavit.*
- I have effected advance service of the present suit on the Defendant herein by providing the copies of the Complaint and the supporting documents filed therewith, including the ancillary application(s), via E-mail in the following manner:*

S.No.	Party	E-mail	Date and Time
1.	MSA Global LLC (Oman) (Defendant)	<a href="mailto:info@msa-global.com">info@msa-global.com</a> <a href="mailto:ms.atwal@msa-global.com">ms.atwal@msa-global.com</a>	17.09.2025 At 2:32 pm

- The proof of service containing the true copy of the E-mail indicating service upon the Defendant (through their counsel) is being filed along with the present suit separately.*
- In view of the foregoing, I say that service in terms of the Delhi High Court Rules is duly effected and complete.”*

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2. When the matter was called out for hearing in the first round, the Court was of the opinion that the defendant be provided with one further opportunity to be heard; therefore, the matter was kept in passover.
3. Pursuant to the same, the representatives of the plaintiffs have sent a further e-mail communication to the representatives of the defendant, and the said e-mail is stated to have been received by Mr. Kirat Singh Nagra, learned counsel who represented the defendant in the earlier suit.
4. Besides the aforesaid, another affidavit of service has been filed, which reads as under:-

*“I, Ajit Warriar, Son of Shri Neruvikkavil Variyath Sekharan, aged about 54 years, Advocate (Enrolment Number D/446/1993), having office at Shardul Amarchand Mangaldas & Co. located at Amarchand Towers, 216, Okhla Industrial Estate Phase III, New Delhi 110020, do hereby solemnly affirm and state as under:*

- 1. I state that I am the counsel representing the Plaintiffs in the captioned matter. I am well acquainted with the facts and circumstances of the present case and as such competent to swear this affidavit.*
- 2. As directed by this Hon'ble Court, I have effected service of the captioned suit upon the Counsel for the Defendant herein, who had appeared in an earlier suit between the same parties, by providing the copy of the same via E-mail and WhatsApp in the following manner:*

**Email:**

S.No.	Ld. Counsel for the Defendant	E-mail/Mobile number	Date and Time
1.	Mr. Kirat Singh Nagra,  Mr. Kartik Yadav  And  Mr. Pranav Vyas (Counsel for the	<a href="mailto:Kirat.nagra@dsklegal.com">Kirat.nagra@dsklegal.com</a> <a href="mailto:Kartik.yadav@dsklegal.com">Kartik.yadav@dsklegal.com</a> <a href="mailto:Pranav.vyas@dsklegal.com">Pranav.vyas@dsklegal.com</a>	18.09.2025 at 11:03 AM

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	Defendant)		
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**WhatsApp:**

S.No.	Ld. Counsel for the Defendant	E-mail/Mobile number	Date and Time
1.	a. Mr. Kirat Singh Nagra, b. Mr. Pranav Vyas (Ld. Counsel for the Defendant)	Kirat Nagra (+91 9910093444)  Pranav Vyas (+91 9810744824)	18.09.2025 at 11:06 AM

3. The Seal of Oath Commission I say that the proof of service on the Defendant's Counsel is annexed hereto as Annexure-A (colly).
4. In view of the foregoing, I say that service in terms of the Delhi High Court Rules is duly effected and complete."

5. On the force of these affidavits of service, he submits that due compliance regarding the filing of this suit as well as the intimation regarding the hearing of the matter, has been duly made. Furthermore, he submits that the notice for committal/contempt action has been served on the plaintiff, and the date for entering appearance on the said committal/contempt action is 01.10.2025.

6. The factual matrix as canvassed before this Court would indicate that Plaintiff No. 1 has entered into a sub-contract with the defendant MSA

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Global LLC (Oman), dated 21.09.2015, for execution of a Border Security Project.

7. Meanwhile, disputes have arisen between the parties, and the defendant initiated International Chamber of Commerce (ICC) arbitration seated in Singapore. During the arbitral proceedings, the plaintiffs are stated to have discovered serious concerns regarding the impartiality of one of the arbitrators nominated by the defendant.

8. Plaintiff no. 1 filed the earlier suit CS (OS) No. 243 of 2025 on 15.04.2025, which was first listed on 17.04.2025 and thereafter was taken up for consideration on 21.04.2025, 30.04.2025, 06.05.2025, and 19.05.2025.

9. It appears that on 21.05.2025, the defendant filed a motion in the Singapore High Court under Article 13(3), challenging the prosecution of the said civil suit by plaintiff No.1 herein, which was filed earlier in time.

10. Subsequently, on 22.05.2025, the Defendant filed an Anti-Suit Injunction proceedings (OA 519) before the Singapore High Court, and on 23.05.2025, an interim injunction was granted restraining the plaintiff no. 1 from prosecuting the earlier suit.

11. Meanwhile, this Court continued to hear the CS (OS)243/2025 on 16.07.2025 and reserved the judgment.

12. On 17.07.2025, the defendant filed a motion before the Singapore High Court for committal/contempt proceedings. On 25.07.2025, this Court delivered a judgment in the CS (OS)243/2025 and granted interim relief to the plaintiff No.1. The said judgment was assailed by the defendant before the Division Bench in FAO (OS) No. 88 of 2025. It is stated that the Appellate Court has heard the appeal and has reserved judgment on 27.08.2025.

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13. It is the case of the plaintiff that on 15.08.2025, the Singapore High Court confirmed the earlier interim order and granted a permanent anti-suit injunction. On 11.09.2025, the Singapore High Court permitted the Defendant to serve the Plaintiffs with the committal/contempt proceedings, and on 15.09.2025 and 16.09.2025, the plaintiffs were served with the said papers through the Singapore counsel of the defendant.

14. Under these aforementioned circumstances, Mr. Sethi submits that the Court, in its decision dated 25.07.2025, in paragraph Nos.98 to 105 had clearly taken note of the proceedings before the Singapore High Court, and has eventually granted an injunction in terms of paragraph Nos. 122 to 124.

15. It is thus stated that there arises no question of commission of any contempt. In any case, it is submitted that the participation in the civil suit by the plaintiffs herein cannot amount to the commission of a contempt.

16. It is thus submitted that the conduct of the defendant herein is not *bona fide*, and repeated attempts are being made to seriously prejudice the rights and defence of the plaintiffs.

17. It is thus stated that if the *ad interim* injunction is not granted, the plaintiffs would suffer irreparably, as the plaintiff has a significant presence across the world, and if any contempt action is initiated against the plaintiffs, the same would greatly prejudice the rights of the plaintiffs. The contempt action would have wider ramifications and, therefore, the payer is made to grant the stay of the notices dated 15.09.2025 and 16.09.2025.

18. I have considered submissions made by learned counsel appearing for the parties and perused the record.

19. For the purpose of relief prayed as of now, the findings rendered by this Court in its judgment dated 25.07.2025 is of elemental importance. This

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Court, while passing the said judgment underpinned the various circumstances arising in the arbitration proceedings that led this Court to grant an interim anti-arbitration injunction. For the sake of convenience, paragraph Nos.92 to 123 are being extracted as under: -

92. *In the present case, as soon as the ICC Court rejected the plaintiff's challenge to Mr. Yeap's appointment, the defendant started pressing for the evidentiary hearing before the Tribunal. Even after the intimation by the plaintiff that they were in the process of filing an appeal against the ICC's decision, the defendant still pressed for the evidentiary hearing before the Tribunal. Despite the plaintiff's objection, the Tribunal fixed the hearing on 12.03.2025.*

93. *On the same day, the defendant filed an enforcement petition seeking enforcement of the First Partial Award before this Court. Thereafter, on 17.03.2025, the Tribunal, despite the objections of the plaintiff, directed that the evidential hearing would take place in Singapore from 26.05.2025 to 31.05.2025. Parallely, on 01.04.2025, the defendant issued an email to the ICC and communicated its intention to file an application for seeking a Partial Final Award on purported wasted costs on account of adjournment of the evidential hearings in the month of January, 2025. On 03.04.2025, the ICC responded to the request for information lodged by the defendant and informed that (i) the defendant's request for the fees and expenses disbursed by the ICC to the members of the Tribunal towards the cancelled hearings in January, 2025 stands rejected, and (ii) ICC will fix the costs of the arbitration upon conclusion of the arbitration.*

94. *However, still on 02.04.2025, the defendant moved a wasted costs application before the Tribunal. On 07.04.2025, the plaintiff requested the Tribunal to defer the arbitration proceedings, including the wasted costs application. Thereafter, on 10.04.2025, the High Court of Singapore rendered the grounds of the decision of the challenge to the First Partial Award and on 15.04.2025, the plaintiff filed the instant suit. While defending the said suit before this Court, the defendant wrote to the Tribunal seeking to close the Plaintiff's right to file a reply to the wasted costs application, since it failed to file reply within the stipulated time.*

95. *Thereafter, on 23.04.2025 the plaintiff issued a letter through its Singapore Counsel, expressing its intent to withdraw its appeal by 07.05.2025, before Supreme Court at Singapore against the First Partial Award decision by the High Court of Singapore. Meanwhile, consequent to the defendant's request, the Tribunal observed that despite giving multiple opportunities to the plaintiff for purpose of filing its substantive response to the wasted costs application, the plaintiff has failed to do so. The Tribunal further observed that it will consider the wasted costs*

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application, either during or after the evidential hearing.

96. On 05.05.2025, the plaintiff filed a Notice of withdrawal before the Supreme Court at Singapore thereby seeking to withdraw the appeal unconditionally. On 16.05.2025, the plaintiff also filed an application before the High Court of Singapore seeking withdrawal of the challenge to the ICC Court's decision. On 19.05.2025, the plaintiff requested the Tribunal for the deferment of the evidentiary hearing on the ground of pendency of this suit. However, when the Tribunal asked for the defendant's consent, the defendant vide email dated 19.05.2025 stated that the evidential hearing should proceed as planned physically. Consequently, on 20.05.2025, the Tribunal wrote to both the parties observing that the evidential hearing will proceed as planned in Singapore.

97. Interestingly, on 21.05.2025, defendant filed a motion before the Singapore High Court in the ICC Court's order challenge proceedings seeking restraint against the plaintiff from maintaining and/or continuing with the captioned suit. On the same day, the defendant wrote to the Tribunal to press for the evidential hearing and moreover, when the plaintiff again requested the Tribunal for deferment of the hearing, thereafter defendant vide email dated 22.05.2025, again pressed for the evidential hearing, citing that this Court has not stayed the same. Consequently, on 22.05.2025, the Tribunal directed that the evidential hearing would commence from 26.05.2025.

98. Meanwhile, on 23.05.2025, the High Court of Singapore granted an ex-parte interim anti-suit injunction against the plaintiff restraining it from continuing with the captioned suit and also rejected the plaintiff's withdrawal application. On 26.05.2025, the evidentiary hearing continued before the Tribunal and on 27.05.2025 it concluded while closing the evidentiary hearing in the arbitration proceedings.

99. A bare perusal of the sequence of events that have transpired during the course of the present proceedings unmistakably reveals a concerted and calculated attempt by the defendant to entangle the plaintiff in vexatious, coercive and strategically manipulative litigation. The conduct of the defendant, when examined holistically, demonstrates a clear pattern of abuse of process intended not to resolve disputes in good faith, but rather to subject the plaintiff to procedural hardship and jurisdictional entanglement. Quite apparently, the defendant has been unrelenting in pressing for the continuation of arbitral proceedings before the Tribunal, despite having full knowledge of the pending challenges both before the High Court of Singapore and before this Court. Such persistence, in the face of concurrent judicial scrutiny by competent fora, reflects a wilful disregard for judicial comity and procedural fairness.

100. Simultaneously, the defendant went further to oppose the plaintiff's application for withdrawal before the High Court of Singapore, thereby obstructing an attempt at disengagement from the arbitral process. It was

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*coupled with the defendant's own fresh motion seeking an anti-suit injunction, yet another tactical step designed not to resolve the underlying dispute, but to suppress the plaintiff's recourse to legal remedies and to preclude judicial examination of the legitimacy of the arbitral process. The totality of this conduct unequivocally suggests a mala fide and oppressive litigation strategy, one which is intended to exhaust, delay, coerce and manoeuvre the plaintiff by compelling it to defend itself across multiple legal forums simultaneously, irrespective of the merits of the dispute. Alongside, it is intended to prevent the plaintiff from pursuing any legitimate claim before the judicial fora despite the plaintiff having legitimate apprehensions qua the ongoing arbitration proceeding.*

*101. Such tactics, which are neither fair nor in consonance with the objectives of arbitration or civil litigation, amount to a weaponisation of the judicial process for collateral purposes. The evident abuse of legal machinery to harass the plaintiff and frustrate its access to justice cannot be countenanced by a Court of law. For, the Courts in this country are not passive observers; they are duty-bound to intervene when a party is subjected to sustained harassment and procedural manipulation under the guise of lawful process. To allow the defendant to continue with such vexatious proceedings would be to permit the very erosion of judicial integrity and to allow civil process to become an instrument of oppression. This Court, therefore, cannot remain a silent spectator where one litigant has clearly been subjected to undue procedural torment by another under the pretext of arbitration, that too when the arbitration proceeding in question is itself based on the foundation of a grave and incurable error of non-disclosure giving rise to legitimate doubts in the mind of the plaintiff qua the fairness, impartiality and independence of the entire arbitration proceedings.*

*102. In the present case, the only impediment which is highlighted by the defendant is the existence of an arbitration mechanism. The arbitration mechanism is agreed upon between the parties, and, therefore, needs to be respected. However, what is more important is whether the proceedings of arbitration have turned vexatious and oppressive, and if the answer to this question is in the affirmative, this Court cannot shy away from its duty to intervene in the exercise of its civil jurisdiction. The non intervention by this Court would not only amount to perpetuating a wrong at the hands of the Court but would also compel the plaintiff to participate in a dead wood exercise, as no just and sustainable outcome could result from an adjudicatory exercise whose fairness itself is under question.*

*103. So long as the plaintiff does not desist from participating in the arbitration proceedings as per the arbitration mechanism, subject to the same being in accordance with the fundamental principle of fairness, there is no question of entertaining any grievance pertaining to the arbitration mechanism. However, in cases where the plaintiff reasonably establishes that the arbitration proceedings are vexatious and oppressive, the Courts*

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in India are not powerless to interdict such proceedings and to protect the litigant from victimisation.

104. In view of the aforesaid and in the peculiar facts and circumstances of the case, it is crystal clear that the suit for grant of an anti-arbitration injunction is maintainable before this Court as the arbitration proceedings are prima facie vexatious and oppressive in nature.

105. After deciding on the question of maintainability of the civil suit, this Court shall decide the application under Order XXXIX Rule 1 and 2 CPC filed by the plaintiff for grant of an interim injunction.

**Question of Interim Injunction**

106. Under the said application, the plaintiff prays for the following reliefs:-

“(a) restraining the Defendant from taking any steps in pursuance to, or in furtherance of, the ICC Arbitration No. 27726/HTG/YMK pending before the Tribunal with the present quorum/constitution; and

(b) pass such other and further order(s) and/or direction(s) as this Hon’ble Court may deem fit and proper.”

107. Needless to state, the contours of the remedy contemplated in Order XXXIX Rule 1 and 2 CPC are no longer opaque or res integra. The Court, therefore, deems it appropriate to first reiterate the well-settled legal principle that no injunction can be granted unless the three essential conditions are satisfied, namely, existence of a prima facie case, the balance of convenience in favour of the applicant, and the likelihood of irreparable injury that cannot be compensated in monetary terms if the interim relief is denied. Furthermore, it is trite law that the failure to establish any one of these conditions disentitles a party from seeking an injunction, and the Court would be justified in refusing the relief of injunction. On this aspect, reference can be made to the decision of the Supreme Court in the case of **Hazrat Surat Shah Urdu Education Society v. Abdul Saheb**<sup>1</sup>. The relevant portion of the said decision reads as under:-

“No doubt the District Judge held that there was no prima facie case in the respondent's favour but he further recorded a positive finding that even if the plaintiff respondent had prima facie case there was no balance of convenience in his favour and if any injury was caused to him on account of the breach of contract of service he could be compensated by way of damages in terms of money therefore he was not entitled to any injunction. The High court failed to notice that even if a prima facie case was made out, the

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<sup>1</sup>JT 1988 (4) SC 232.

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*balance of convenience and the irreparable injury were necessary to exist. The question whether the plaintiff could be compensated by way of damages in terms of money for the injury which may be caused to him on account of the breach of contract of service was not considered by the High court. No temporary injunction should be issued unless the three essential ingredients are made out, namely:*

*prima facie case,*

*balance of convenience,*

*irreparable injury which could not be compensated in terms of money. If a party fails to make out any of the three ingredients he would not be entitled to the injunction and the court will be justified in declining to issue injunction. In the instance case the respondent plaintiff was claiming to enforce the contract of service against the management of the institution. The refusal of injunction could not cause any irreparable injury to him as he could be compensated by way of damages in terms of money in the event of his success in the suit. The respondent was therefore not entitled to any injunction order. The District Judge in our opinion rightly set aside the order of the Trial Court granting injunction in favour of the plaintiff respondent. The High court committed error in interfering with that order."*

108. The aforesaid principle has been relied upon by this Court consistently in **Hari Krishan Sharma v. MCD**<sup>2</sup>, **I.K. Mehra v. Wazir Chand Mehra**<sup>3</sup> and **B.M.L. Garg v. Lloyd Insulations (India) Ltd**<sup>4</sup>. In light of this well-settled legal position, it is evident that an applicant seeking an injunction must establish all three essential ingredients, i.e., prima facie case, balance of convenience and irreparable injury. These ingredients must be satisfied concurrently, and the inability of the applicant to establish even one would render the applicant ineligible for obtaining the discretionary injunctive relief.

109. The cardinal principles for grant of a temporary injunction were further considered in **Dalpat Kumar v. Prahlad Singh**<sup>5</sup>, wherein the Supreme Court observed as follows:-

*5...Satisfaction that there is a prima facie case by itself is not sufficient to grant injunction. The Court further has to satisfy that non-interference by the Court would result in "irreparable injury" to the party seeking relief and that there is no other remedy*

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<sup>2</sup>1987 SCC OnLine Del 286.

<sup>3</sup>1997 SCC OnLine Del 356.

<sup>4</sup>1992 SCC OnLine Del 447.

<sup>5</sup>(1992) 1 SCC 719.

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available to the party except one to grant injunction and he needs protection from the consequences of apprehended injury or dispossession. Irreparable injury, however, does not mean that there must be no physical possibility of repairing the injury, but means only that the injury must be a material one, namely one that cannot be adequately compensated by way of damages. The third condition also is that “the balance of convenience” must be in favour of granting injunction. The Court while granting or refusing to grant injunction should exercise sound judicial discretion to find the amount of substantial mischief or injury which is likely to be caused to the parties, if the injunction is refused and compare it with that which is likely to be caused to the other side if the injunction is granted. If on weighing competing possibilities or probabilities of likelihood of injury and if the Court considers that pending the suit, the subject matter should be maintained in status quo, an injunction would be issued. Thus the Court has to exercise its sound judicial discretion in granting or refusing the relief of ad interim injunction pending the suit.”

110. The Court further held in **Dalpat Kumar**, that the phrases “prima facie case”, “balance of convenience” and “irreparable loss” are not rhetoric phrases for incantation, but words of width and elasticity, to meet myriad situations presented by ingenuity in the given facts and circumstances of each case. These principles are to be applied with judicial discretion, such that, the relief granted aligns with the ends of justice.

111. The legal position revolving around Order XXXIX Rules 1 and 2 CPC has been reiterated and reaffirmed by the Court by holding that in order to grant an injunction, all three contingencies, namely, prima facie case, balance of convenience and irreparable loss, are sine qua non. To fructify the discussion, a useful reference can be made to the decision of this Court in the case of **Rashmi Saluja v. Religare Industries**<sup>6</sup>, wherein, the Court held as under:-

“26. Furthermore, this Court in the case of *T.A. George & Anr. v. Delhi Development Authority*<sup>8</sup> has held that injunctions are a form of equitable relief and have to be adjusted in aid of equity and justice to the facts of each particular case. Furthermore, it was also held that all three conditions are sine qua non for the grant of temporary injunction and injunction cannot be granted as a matter of course unless all three conditions are met. Pertinently, this Court further observed that these three golden principles are not exhaustive and the party seeking an injunction bears the burden of establishing its bona fides as well.

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<sup>6</sup> 2025 SCC OnLine Del 692.

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27. Accordingly, keeping in mind the established legal position, the Court may first examine the element of irreparable injury. Irreparable injury refers to an injury of such a substantial nature that it cannot be adequately remedied or compensated by monetary damages. The term irreparable injury signifies harm that is incapable of being repaired or atoned for through pecuniary compensation, thereby warranting the extraordinary remedy of an injunction. Reference can be made to the decision of the Madras High Court in the case of *Multichannel (India) Ltd. v. Kavitalaya Productions (P) Ltd.*

28. If there exists an acceptable standard for ascertaining the actual damages likely to be caused, such damages can be awarded at the stage of final adjudication, and in such cases, the grant of an injunction should be refused. Theoretically, when the monetary value of the claim can be precisely determined, there may be no irreparable injury, as compensation in terms of money would suffice. However, it is not merely the actual impossibility of computing compensation that determines irreparable injury; rather, the key consideration is whether monetary compensation alone would be sufficient to redress the harm caused by the denial of injunction. This assessment is inherently case-specific and must be made in light of the particular facts and circumstances of each case. Reference can be made to the decision in the cases of *GMNCO Ltd. v. Ravi Gupta and Som Datta Bukders Ltd. v. Kanpur Jal Sansthan.*”

112. Therefore, on the conspectus of the settled position of law, it is crystal clear that all three conditions are *sine qua non* for attracting the rigors of Order XXXIX Rules 1 and 2 CPC.

113. In view of the aforesaid, this Court shall now analyse each of these three factors as delineated below.

**Prima Facie Case**

114. It has already been established above that the arbitration proceedings in the present case are *prima facie* vexatious and oppressive in nature. It stands confirmed by the ICC Court decision itself that the ICC Rules mandatorily require full and fair disclosure, to the extent that any doubt was to be resolved in favour of disclosure. The non-compliance on the part of the concerned co-arbitrator is also evident and admitted. In such a scenario, whether the said non-disclosure is meaningless or otherwise could only be decided once the suit proceeds further. The clauses relied upon by the defendant at this point in time would have no relevance as the aforesaid mechanism was to be honoured and complied with at the time of appointment of the arbitrator and no amount of justification could reset that clock, that too when the non-disclosure was deliberate and in defiance of the relevant Rules. Had he disclosed the necessary information regarding his prior appointment by the defendant

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and despite so, if the ICC would have held the opinion that he could still be appointed as a co-arbitrator, after considering the objections of the plaintiff in accordance with the Rules, the position would have been different.

115. However, in the instant case, what is significant is the deliberate concealment of the mandatory disclosure. Even in the comments of the co-arbitrator Mr. Yeap, he acknowledges that had he disclosed the aforesaid aspect, the plaintiff would have objected to the same. This would clearly mean that the disclosure was capable of ousting him from being appointed as co-arbitrator, not just in the eyes of the parties but also in the eyes of the concerned co-arbitrator himself. Thus, the aforesaid facts, at this stage, are sufficient to indicate that plaintiff has a prima facie case for grant of an interim injunction.

**Balance of Convenience**

116. Insofar as the issue of balance of convenience is concerned, the continuation of the arbitration proceedings at this juncture would not only cause serious and irreparable prejudice to the plaintiff but would also be contrary to the larger interests of both the parties. The potential harm that would ensue from permitting the arbitral proceedings to proceed under a cloud of contested impartiality far outweighs any speculative inconvenience that may arise from their temporary suspension. If the arbitration proceedings were to continue without first addressing the plaintiff's legitimate apprehensions regarding the neutrality of the arbitrator, the resultant Award would be susceptible to challenge, thereby rendering the entire exercise futile and causing multiplicative delays and costs. Across the world, it is an accepted jurisprudential position that failure to disclose any element of potential bias could not only lead to a challenge against the arbitrator but could also lead to the annulment of the Award.

117. Moreover, the arbitration process in the present matter would inevitably entail substantial expenditure of public funds and administrative resources, given that the plaintiff is a public sector undertaking. It is well-recognised that arbitral proceedings involve considerable financial outlay and institutional engagement. To proceed with such expenditure while a foundational objection concerning the impartiality of the Tribunal remains unresolved would not be prudent. Accordingly, the balance of convenience tilts overwhelmingly in favour of the plaintiff, whose interests are aligned with public accountability and fiscal responsibility.

118. Moreover, no demonstrable prejudice shall be caused to the defendant if the arbitration is deferred pending adjudication of the present proceedings. The plaintiff, being a public sector body, is subject to strict statutory and internal controls regarding its assets and functioning, and there is neither any allegation nor any material suggesting any apprehension of dissipation of assets or malafide conduct on its part. In the absence of any such risk, the equitable considerations favour a

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*temporary restraint on the arbitration so as to preserve the sanctity and finality of the arbitral process and prevent an unnecessary consumption of public resources in a potentially voidable proceeding.*

**Irreparable injury**

119. Moreover, grave and irreparable harm would be caused to the plaintiff if the arbitral proceedings are permitted to continue during the pendency of the present suit, particularly if the suit is ultimately decreed in favour of the plaintiff. Allowing the arbitration to proceed in parallel would not only render the outcome of this suit otiose but may also create a situation where the arbitral tribunal concludes the proceedings and renders an award before this Court can adjudicate upon the threshold issue of the arbitrator's impartiality and jurisdiction. Such a scenario would undermine the very purpose of this suit and result in a multiplicity of proceedings, entailing considerable hardship, especially given the resources and time involved in institutional arbitration. The trajectory of the arbitral process over the past few days itself demonstrates an undue haste on the part of the Tribunal, owing to the continuous insistence of the defendant, raising the legitimate apprehension that the arbitration may reach a conclusion before the legal challenge pending before this Court is meaningfully adjudicated.

120. The conduct of the defendant across various forums further fortifies the apprehension of mala fides and tactical manipulation. The defendant has shown an unusual sense of urgency in seeking relief before the Singapore Court, has vehemently opposed the plaintiff's decision to withdraw its own anti-suit application before that Court, and has simultaneously pressed ahead with the arbitral proceedings in a manner that appears calculated to defeat the jurisdiction of this Court. The cumulative effect of these actions discloses a strategic attempt to short-circuit the legal process and to pre-empt the plaintiff's right to have its objections heard in an appropriate forum.

121. It is rightly submitted that if the injunction is not granted at this stage, the plaintiff would be placed in an untenable position; firstly, of being compelled to participate in an arbitral proceeding before a Tribunal whose impartiality is in serious doubt; and secondly, of being forced to submit to the jurisdiction of the High Court of Singapore, despite seeking withdrawal of the said proceedings. Such coercion would not only violate the principle of party autonomy but also severely prejudice the plaintiff's ability to defend its position in a fair and neutral environment. The very essence of injunctive relief, namely, to prevent irreparable harm and preserve the subject matter of the suit, is clearly attracted in the facts of the present case. In view of the aforesaid, an irreparable injury would be caused if the interim injunction is not granted at this stage.

**CONCLUSION**

122. In view of the foregoing analysis, this Court has the jurisdiction to entertain this civil suit as the arbitration proceedings are prima facie

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*vexatious and oppressive in nature. Moreover, since all three pre-conditions i.e., prima facie case, balance of convenience and irreparable injury, tilt in favour of the plaintiff, therefore, it is a fit case to grant an interim injunction.*

*123. Accordingly, the proceedings of the Arbitral Tribunal shall stand stayed till the pendency of the suit and the parties are enjoined from participating in the same.”*

20. A bare perusal of the aforementioned would emphatically indicate that in earlier suit, this Court has gone into every intervening circumstances as enumerated in paragraph 20 of the said decision to come to a conclusion that proceedings before the Singapore High Court were unnecessarily precipitated by the defendant and reeks of some foul play.

21. For the sake of brevity, the alarming circumstances, that weighed upon this Court when rendering the decision dated 25.07.2025 are not recounted herein. Nonetheless, even a plain reading of the paragraphs cited above unarguably raises suspicion on the entire sanctity of arbitration proceedings.

22. Needless to state, the defendant being well within its rights, availed the legal remedy available in law and assailed the said judgment before the Division Bench and the Division Bench is currently seized with the matter. In such peculiar circumstances, wherein interim anti arbitration injunction has been granted by this Court and the said judgment is already under challenge and reserved for findings of Division Bench, continuance of contempt proceedings before Singapore High Court would not only cause grave prejudice but also seriously hamper the *bona fides* of the plaintiff as the latter would be burdened with parallel international proceedings whose foundation itself is subject to ongoing scrutiny and review within the appellate jurisdiction.

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23. Furthermore, proceeding with contempt before the Singapore High Court risks conflicting outcomes, judicial uncertainty, and unnecessary multiplicity since the Division Bench's eventual pronouncement may bear directly on the validity and effect of the anti-arbitration injunction. Allowing contempt proceedings to continue in this context could also frustrate core principles of judicial comity of Courts and judicial restraint, and as it would prematurely penalize actions that may ultimately be vindicated, modified or upheld based on the Appellate Court's findings, a forum which the defendant willingly chooses to pursue.

24. Under these aforesaid circumstances, all three principals for grant of injunction tilt in favour of the plaintiffs i.e. *prima facie* case, balance of convenience and irreparable injury.

25. Thus, till the next date of hearing, *ex parte ad interim* injunction is granted restraining the defendants from maintaining or continuing with or appearing or participating in the committal/contempt proceedings (Case No. HC/SUM/2005/2025) pending before the Singapore High Court.

26. On the plaintiff taking necessary steps, let notice be issued to the defendant through all permissible modes, returnable on 13.10.2025.

27. Provisions of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908, be complied with within one week from today.

28. The defendant shall be at liberty to move an application under Order XXXIX Rule 4 CPC for modification or vacation of this order.

**PURUSHAINDRA KUMAR KAURAV, J**  
**SEPTEMBER 18, 2025/p/mj**

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