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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 569 OF 2026
IN
COMMERCIAL SUIT NO. 6 OF 2026**

Limited Liability Company
“Eurochem North-West-2”
(TIN INN : 4707040090)
188480 Leningrad Region,
Kingiseppsky District,
Phosphorite Industrial Zone,
Central Drive, Building 7,
Office 22, Russia. ... Applicant

In the matter of

Limited Liability Company
“Eurochem North-West-2”
(TIN INN : 4707040090)
188480 Leningrad Region,
Kingiseppsky District,
Phosphorite Industrial Zone,
Central Drive, Building 7,
Office 22, Russia. ... Plaintiff

vs.

Tecnimont S.P.A. (Foreign Company
Registration Number : F02979)
Tecnimont ICB House, 504 Link Road
Malad (West), Mumbai-400 064 ... Defendant

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Mr. Zal Andhyarujina, Senior Advocate a/w. Mr. Prateek Bagaria, Ms. Maithili Parikh, Ms. Natasha Kavalakka, Mr. Lakshay Arora, Ms. Priyanshi Vakharia and Ms. Khusboo Sharma i/b. Singularity Legal for the Plaintiff.

Mr. Vikram S. Nankani, Senior Advocate a/w. Mr. Alok Jain, Mr. Samarth Saxena, Ms. Ria Garg, Mr. Mihir Beradia i/b. Mr. Samarth Pawan Saxena for the Defendant.

CORAM : GAURI GODSE J

RESERVED ON : 6th APRIL 2026

PRONOUNCED ON : 8th JUNE 2026

JUDGMENT :

1. This suit is filed in terms of Section 13 of the Code of Civil Procedure, 1908 (“CPC”) by relying upon the judgment dated 5th December 2025 passed by the Commercial Court of the City of Moscow in Russia, in favour of the plaintiff. According to the plaintiff, the present defendant was a co-defendant before the Moscow court and, pursuant to the Russian judgment, is indebted for the amount granted therein. A copy of the judgment is annexed at Exhibit-A to the plaint. Hence, the plaintiff seeks an Indian decree for an equivalent sum exceeding Rs. 19.5 thousand crores, relying on the Russian judgment as conclusive

evidence of the debt. Relying upon the said judgment, the plaintiff prays for the following two reliefs :

A. Tecnimont S.p.A. (Foreign Company Registration Number : F02979 shall pay Limited Liability Company "EuroChem North-West-2" (Taxpayer Identification Number INN: 4707040090) the amounts of RUB 8,058,168,619.35 (or INR equivalent) as unjust enrichment, RUB 3,834,694,789.96 (or INR equivalent) as interest for the use of another's funds and RUB 159,222,357,146.00 (or INR equivalent) as damages.

B. Tecnimont S.p.A. (Foreign Company Registration Number : F02979 shall pay Limited Liability Company "EuroChem North-West-2" (Taxpayer Identification Number INN: 4707040090) interest for the use of another's funds, calculated on the debt amount of RUB 8,058,168, 619.35 (or INR equivalent) using the key rate of the Central Bank of Russia effective during the relevant periods, for the period from November 14, 2025, to the date of actual payment of the debt.

2. The interim application is filed to seek an injunction restraining the defendant from removing or disposing of any of their assets in India up to the value of RUB 171,115,220,555/- (or INR equivalent) and maintaining their assets to the value of the plaintiff's claim.

3. The plaintiff expresses an apprehension that the funds available with the defendant would be taken out of India and would defeat the plaintiff's right to recover the amount for enforcing the decree passed in favour of the plaintiff by the Moscow Court. The defendant appeared and filed an affidavit in reply. When the defendant requested time to argue the interim application, the plaintiff expressed an apprehension that the defendant's funds would be removed from India to defeat the plaintiff's claim. Hence, the defendant had made a statement before this court on 13th January 2026 stating that no precipitative action shall be taken that would defeat the plaintiff's claim. It was stated on behalf of the defendant that save and except in the ordinary course of business, the status quo in respect of the funds shall be maintained.

4. Thereafter, on 20th January 2026, it was clarified that the statement made on behalf of the defendant, as recorded in paragraph 3 of the order dated 13th January 2026, is restricted to the defendant's actions in India only. Thereafter, on 11th February 2026, the arguments were concluded, and the application was closed for orders, and the earlier statement

was continued.

5. On 12th March 2026, the application was taken on board in view of the production praecipe filed on behalf of the plaintiff. It was submitted on behalf of the plaintiff that after the matter was closed for orders, the plaintiff had received a copy of the judgment in the appeal preferred by the defendant in Russia. Hence, liberty was sought by the plaintiff to file an application to bring on record a copy of the judgment. Accordingly, the matter was de-reserved and listed for hearing, with liberty granted to the plaintiff to file an application. Accordingly, Interim Application (L) No.11217 of 2026 was filed for leave to file an additional affidavit to bring on record the subsequent judgment of dismissal of the defendant's appeal before the Russian Appellate Court. The interim application was allowed on 6th April 2026 to the extent of taking on record the judgment of the Russian Appellate Court. Thereafter, on 6th April 2026, the additional submissions on behalf of the parties were concluded, and the application was closed for orders. The statement made on behalf of the defendant was accordingly continued till the order is pronounced.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF:

6. The submissions on behalf of the plaintiff are summarised as under:

(a) On 1st June 2020, a series of onshore and offshore engineering contracts were executed between the plaintiff, the defendant, and its 99% owned LLC subsidiary, MT Russia ("MTR") in Russia. These agreements were for the implementation of the K2 Project, the Eurochem Group's plan to construct a fertiliser complex in Russia. In May-June 2022, the defendant and MTR unilaterally suspended performance under Contract-1 due to EU sanctions. On 4th August 2022, the plaintiff terminated Contracts 1 and 2. The Russian judgment records that the defendant and MTR did not contest that they had suspended performance due to the EU sanctions.

(b) On 1st September 2025, a statement of claim was filed by the plaintiff before the Moscow Commercial Court in Case No. A-40-231304/25-141-1793 seeking recovery of unutilized advance payments, interest and damages

incurred in entering into substitute agreements, and damages which totalled more than Rs. 23 Thousand Crores.

(c) On 8th October 2025, a Deed of Assignment between the defendant and MTR was executed, by which MTR irrevocably assigned to the defendant a bundle of claims, including proceeds from the K2 Agreement and the Renaissance dispute, in which MTR had a counterclaim from a sub-contractor. It is alleged by the plaintiff that the purpose of this agreement was to transfer assets out of Moscow to Italy.

(d) On 13th October 2025, a procedural order was passed in the ongoing International Chamber of Commerce ("ICC Rules") arbitration proceedings between the parties, which was subsequently corrected on 23rd October 2025. By this order, the ICC Tribunal, inter alia, directed the plaintiff to withdraw the proceedings in Russia. On 27th October 2025, by the Order of the Moscow Commercial Court, the defendant was joined in the case as a co-defendant. On 30th October 2025, the Moscow Commercial Court granted

interim measures securing part of the plaintiff's claim, including the attachment of the funds and property of MTR and the defendant.

(e) On 11th November 2025, an order was passed in the ongoing ICC arbitration proceedings between the parties, directing the plaintiff to withdraw the Russian interim measures application before the Moscow Court. On 12th November 2025, the MTR filed an appeal against the above Order of the Moscow Commercial Court, i.e. the order joining the defendant as a co-defendant.

(f) On 21st November 2025, the UK High Court issued an anti-suit injunction against the plaintiff, restraining them from initiating proceedings in Russia. On 24th November 2025, the plaintiff filed a Statement of Claim in Case No. A40-322328/2025 before the Moscow Court to declare the Assignment Agreement invalid. On 25th November 2025, the Appeal Court in Moscow dismissed the appeals filed by both the defendant and MTR against the Order dated 27th October 2025 of the Moscow Commercial Court. As such, the appellate court held that the joinder of the defendant

was valid.

(g) On 27th November 2025, the operative part of the Judgment was issued by the Moscow Commercial Court, partly allowing the plaintiff's claim and on 5th December 2025, the full judgment was issued. On 3rd December 2025, Moscow Court, in the Assignment Deed Proceedings, partially granted interim relief prohibiting the defendant from exercising rights under obligations obtained within the framework of the Assignment Agreement. On 10th December 2025, in a separate proceeding filed by the plaintiff before the St Petersburg Court, the court granted a permanent anti-arbitration injunction against the defendant and MTR, prohibiting them from proceeding with arbitration.

(h) The defendant did not file any application challenging the Moscow Commercial Court's jurisdiction. The Russian Court's judgment fully reflects the merits, having considered the submissions from both sides. The defendant submitted to the jurisdiction and participated in the hearing, as evidenced by the Russian Judgment, and did not raise any jurisdictional objection, unlike MTR, which filed an

application to that effect. In fact, based on arguments made by the defendant, a portion of the claim made by the plaintiff was disallowed by the Moscow Commercial Court. The Expert Report dated 19th December 2025, on issues of Russian law as a matter, including on court structure, substance of claims, proceedings and evidence, jurisdictional basis, applicable law, finality of rulings, etc., is relied upon to support the plaintiff's present suit claim and the prayers in the Interim Application. The anti-enforcement injunction proceedings initiated by the defendant in the English court would not affect this court's jurisdiction.

(i) Section 13 of the CPC creates an irrebuttable presumption in favour of the matters adjudicated upon between the parties in the judgment of the Moscow commercial court. The only available argument to dislodge the presumption is provided under clauses (a) to (f) of section 13 of the CPC. Section 14 of the CPC creates a rebuttable presumption in favour of the competence of the Moscow commercial court. The presumption in law creates a prima facie case in favour of the party for whose benefit it

exists. Thus, this court has no option but to hold that the matters adjudicated by the Russian court judgment exist, including the debt, which it creates. The presumption of correctness of the Russian court judgment prima facie establishes the competence of the Moscow commercial court, and the onus shifts to the defendant to adduce material to rebut the presumption.

(j) For adjudicating the competence of the court as contemplated under Section 14 of the CPC, the test to be applied is that the foreign court must have competence under the law of the state in which it functions, as well as under international law. The competency in the international sense would mean jurisdiction over the subject matter of the controversy and the jurisdiction over the parties. The question of whether a foreign court is the proper court to deal with a particular matter, according to the law of the foreign country, is a question for the court of that country. In the present case, the Russian judgment shows that the Moscow commercial court had jurisdiction under Russian law.

(k) The issue regarding the arbitration agreement and the jurisdiction of the Moscow court is dealt with in the judgment under Article 248.1 of the Commercial Procedure Code of the Russian Federation ("Russian Procedure Code"), that is, the procedural code in Russia. It is held that, as a matter of Russian law, they were unenforceable and incapable of performance, on the basis that the foundation of the dispute was the imposition of EU restrictive measures, and that the arbitration clauses were unenforceable, including by reason of obstacles to access to justice in the relevant foreign forum. Once the arbitration agreements were held unenforceable under Russian law by the Moscow commercial court, no competing arbitral forum remained capable of exercising jurisdiction over the disputes. Hence, the Moscow commercial court is the court of competent jurisdiction. The defendant cannot re-agitate the issues that were expressly considered and decided in the Russian judgment.

(l) Whether the Moscow commercial court was correct in its interpretation or application of Article 248.1 of the

Russian Procedure Code is wholly immaterial for the purposes of Sections 13 and 14 of the CPC. The defendant's objections would amount to inviting this court to sit in appeal over the Moscow commercial court's jurisdictional findings. Hence, any re-examination of the merits or correctness of a foreign court's jurisdictional findings is not an exception recognised under Sections 13 or 14 of the CPC. The defendant never raised any challenge under Article 148.1 of the Russian Procedure Code to invoke the arbitration agreement. Hence, it would amount to submitting to the jurisdiction of the Moscow court.

(m) The defendant had challenged the Moscow commercial court's order requiring the defendant to join the suit filed against MTR. The appeal was returned on purely procedural grounds: the joinder ruling should not be appealed separately but only along with the Moscow court's merit-based decision. The appeal court did not examine the issue of jurisdiction or competence. The joinder ruling was therefore not adjudicated purely on the ground that it was a procedural order.

(n) There was no obligation on the plaintiff to provide any further documents or information, as alleged by the defendant, that it was suppressed. The plaintiff relies upon the Russian court judgment, the certified and apostilled copies of which are produced in the suit, and they are conclusive and sufficient to prove the presumption in favour of the plaintiff. This court cannot enquire whether the conclusions recorded in the Russian judgment are supported by evidence or are otherwise correct, in view of the binding character of the Russian judgment. Its binding character can be displaced only by establishing that the case falls within one of the six exceptions provided in Section 13 (a) to (f) of the CPC.

(o) Pendency of any appeal filed against the Russian judgment, or that it is enforceable in Russia, would not fall under any of the exceptions specified under section 13 (a) to (f) of the CPC and is no bar in commencing an action on the foreign judgment and seeking an Indian decree in terms thereof. Even otherwise the appeal filed by the defendant is now dismissed. The defendant's pleadings before the

English Court show admission on the part of the defendant that there exists a debt, and the defendant is also referred to as a judgment debtor.

(p) Though the defendant has relied upon the New York Convention to contend that an arbitration agreement cannot be rendered incapable of being performed, the defendant has not identified the provision of the said Convention to support the objection. None of the scenarios provided under the said convention would support the defendant's objection that the Russian judgment was based on an incorrect view of international law.

(q) There is no departure from the judicial process, and the Moscow proceedings were not opposed to natural justice to attract Section 13 (d) of the CPC. There is a prima facie risk that the defendant shall remove or dispose of its property with a view to defrauding its creditors. Such apprehension is evident from the assignment agreement executed immediately after the plaintiff initiated proceedings before the Moscow commercial court, and from the steps taken by the defendant and its *alter ego*, MTR, to remove

assets from Russia to Italy with the intent to defraud its creditors in Russia and to defeat the execution of any decree.

(r) To support his submissions, learned senior counsel for the plaintiff relied upon the following judgments :

- (i) *Brijlal Ramjidas and Another vs. Govindram Gordhandas Seksaria and Others*¹.
- (ii) *Alcon Electronics Pvt. Ltd. vs. Celem S.a. of FOS 34320 Roujan, France and Another*²
- (iii) *Dan Bunkering Limited vs. PFS Shipping India Ltd.*³
- (iv) *Sodhi Transport Co. and Others vs. State of U.P. and Others*⁴
- (v) *Ashok Kumar Goel and Others vs. BNP Paribas Suisse SA and Others*⁵
- (vi) *Girnara Jaisukhlal vs. Mahomedhusein Karwa and Another*⁶
- (vii) *Hari Singh vs. Muhammad Said and Others*⁷
- (viii) *R.R. Enterprises vs. CMD of Garware-Wall Ropes*

¹ Bombay Series Privy Council , May 12, 13, 14, July 2 of 1947 – pg. 563)

² (2017) 2 SCC 253

³ 2018 SCC Online Bom 1313

⁴ (1986) 2 SCC 486

⁵ Delhi High Court dated 24th December 2025

⁶ 1939 SCC OnLine Bom 15

⁷ 1926 ILR (Appellate Civil) Vol VIII 54

*Ltd and Others*⁸

(ix) *V. Subramania Iyer vs. S.C. Annasami Iyer and Others*⁹

(x) *R. Viswanathan and Others vs. Rukn-Ul-Mulk Syed Abdul Wajid since deceased and Others*¹⁰.

(xi) *Ramji Dayawala and Sons (P) Ltd. vs. Invest Import*¹¹

(s) Learned senior counsel for the plaintiff submitted that to form a prima facie view in favour of the plaintiff, the competence of the Moscow Commercial Court and the judgment passed by the Russian Court would assume relevance at this preliminary stage. The presumption can be rebutted by the defendant only in terms of the exceptions provided under Section 13 of the CPC. The Russian Judgment would therefore be enforceable, subject to the exceptions provided under Section 13 of the CPC, which would be decided at a later stage in the trial. However, at this preliminary stage, presumption in view of Sections 13 and 14 would be to the benefit of the plaintiff. Hence, in common law, when a foreign judgment is final and conclusive, the existence of the plaintiff's right to enforce a foreign judgment in India would

⁸ ILR (2013) 1 Delhi 248

⁹ 2026 SCC Online 577 (Part 29)

¹⁰ 1962 SCC Online SC 112

¹¹ (1981) 1 SCC 80

flow from the presumption provided under Section 13.

SUBMISSIONS ON BEHALF OF THE DEFENDANT:

7. The submissions made on behalf of the defendant are summarised as under:

(a) According to the defendant, in February 2022, due to Russia's 'special military operation' in Ukraine, the UK had imposed sanctions on individuals who are the ultimate beneficiaries of the plaintiff's assets. In view of the sanctions imposed, the defendant and its Russian Subsidiary, MTR, temporarily suspended performance of the contract in May 2022. In view of the temporary suspension, the plaintiff illegally terminated the contract entered into between the plaintiff and the defendant's subsidiary on 1st June 2020.

(b) According to the defendant, the dispute arose from the plaintiff's temporary suspension of the contract and its termination, and was the subject matter of arbitration under the ICC Rules with a seat in London. The plaintiff participated in the arbitration proceedings and nominated its arbitrator. The plaintiff never objected to the ICC Arbitration's jurisdiction and

proceeded to file a counterclaim.

(c) On 31st July 2025, the English Commercial Court dismissed the plaintiff's case in the Bonds Litigation against the banks, thereby holding that the Melnichenkos, who were beneficiaries of the plaintiff's assets, were subject to the EU sanctions. The English Court held that the banks had rightly refused to honour the plaintiff's demand. Thereafter, on 1st September 2025, the plaintiff participated in the ICC Arbitration and simultaneously filed the suit before the Moscow Court.

(d) The plaintiff relied on Article 248.1 of the Russian Procedure Code to contend that, in view of the sanctions, the Russian Courts had exclusive jurisdiction under that provision. Thus, the plaintiff sought a judgment for approximately Rs. 23,000 crores arising from the contracts entered into on 1st June 2020. This claim was substantially similar to the counterclaim filed in ICC Arbitration proceedings initiated by the defendant. The present defendant was not a part of the proceedings initiated before the Moscow Court.

(e) On 1st September 2025, despite having participated in the ICC Arbitration without protest, the plaintiff filed a case before the Moscow Court, on the presumption that there were obstacles to access to justice in the ICC Arbitration and before the English Courts due to the sanctions. On 24th October 2025, the plaintiff sought to add the defendant as a co-defendant, and the application was allowed on 28th October 2025. Therefore, until 28th October 2025, the defendant was not a party to the main proceedings in the Moscow Court. The joinder of the defendant was appealed; however, it was ordered to appeal the joinder with the merits when they were decided. On 11th November 2025, MTR challenged the Moscow Court's jurisdiction, a challenge that the defendant supported in writing on 27th November 2025.

(f) On 13th November 2025 and 17th November 2025, that is, 10 to 14 days prior to the final hearing, the plaintiff filed an amendment to its claim containing over 20,000 pages and an expert report. On 27th November 2025, the Moscow Court did not permit the defendant and MTR any time to peruse the voluminous amendment filed 2 weeks back. The defendant

and MTR were refused the opportunity to give a statement of defence on record and were granted six minutes to argue a complex matter. The court refused to appoint an independent expert as requested by MTR, but relied upon the plaintiff's expert and, wrongly assuming jurisdiction under Article 248.1, pronounced the decision and ordered that the defendant and MTR were jointly and severally liable to pay approximately Rs. 19,600 crores to the plaintiff.

(g) In parallel, the St. Petersburg Court wrongly granted anti-suit & anti-arbitration proceedings injunction on 19th December 2025, against the defendant and MTR, restraining them from proceeding before the ICC Tribunal and in English Courts. Simultaneously, the plaintiff also sought from the Moscow Court the invalidation of an Assignment Agreement dated 8th October 2025 entered into between the defendant and MTR. Under the Assignment Agreement, MTR assigned certain claims (including under the ICC Arbitration) to the defendant. The plaintiff falsely contended that the Assignment Agreement was entered into to move assets out of Russia to defraud the plaintiff. The Moscow Court issued an interim

injunction dated 3rd December 2025 restraining the defendant from acting under the Assignment Agreement.

(h) When the defendant became aware of the fact that the plaintiff had moved the courts in Russia, the defendant sought and was granted various anti-suit injunctions, anti-enforcement injunctions and peremptory orders from the ICC Tribunal including: (a) Procedural Order 18 dated 13th October 2025, (b) PO 22 dated 11th November 2025, (c) PO 23 dated 14th November 2025, PO 25 dated 9th December 2025. The ICC Tribunal's orders (i) restrained the plaintiff from continuing the litigation in Russia, (ii) directed the plaintiff to withdraw the Russian litigation, and (iii) directed the plaintiff to refrain from enforcing any orders of the Russian courts as the same was in breach of the arbitration agreements in the K2 contracts. These anti-suit injunctions and peremptory orders of the ICC Tribunal were issued prior to the Moscow Judgment, and the plaintiff has flouted the same. The anti-enforcement injunction and peremptory order of the ICC Tribunal dated 9th December 2025 was issued after the Moscow Judgment but before the filing of the Suit in India, and thus the plaintiff's Suit in India is

in breach of the ICC Tribunal's order dated 9th December 2025.

(i) The defendant sought to enforce the above orders of the ICC Tribunal under Section 42 of the [English] Arbitration Act, as the seat of the ICC Arbitration is London. The defendant was successful in the English High Court's decision dated 21st November 2025, which the plaintiff unsuccessfully appealed to the Court of Appeal in England.

(j) After 3 years of participation, the plaintiff finally challenged the jurisdiction of the ICC Tribunal, alleging obstacles to access to justice and that the arbitration agreement had become incapable of performance. This is despite the plaintiff blatantly stating in the ICC Arbitration that it has "every interest in these proceedings being pursued to the earliest possible conclusion" and admitting before the English Court that it is "not challenging the jurisdiction of the tribunal".

(k) The plaintiff also sought an injunction before the Malaysian High Court at Kuala Lumpur against the defendant, MTR and its various related parties. On 29th December 2025,

the defendant approached the English High Court seeking an order in terms of the anti-enforcement injunction issued by the ICC Tribunal dated 9th December 2025, which was issued prior to the filing of this Suit. On 9th January 2026 and 11th January 2026, the defendant appealed against the Moscow Judgment and the St. Petersburg Injunctions. These appeals were filed within the prescribed time limits.

(l) There is suppression of material facts in the plaint and in the Interim Application, and there are false or misleading statements which disentitle the plaintiff from seeking the reliefs.

(m) There is no mention in the present suit about the arbitration agreements in the K2 contracts, which contain valid and enforceable arbitration agreements that determine that the Moscow Court had no jurisdiction to issue the Moscow Judgment in light of the exclusive forum and law contractually and expressly chosen by the parties, including waiver of all other courts having jurisdiction. There is no mention of the ICC Tribunal having issued anti-suit injunctions, peremptory orders and anti-enforcement orders holding that the plaintiff

was in breach of arbitration agreements by commencing litigation in Russia. These orders were binding on the plaintiff, issued prior to the Moscow Judgment and St. Petersburg Injunctions. There is no mention of Anti-Suit Injunctions and Peremptory Orders of English Courts, which were issued prior to the Moscow Judgment and restrained the plaintiff from litigating before the Moscow Court. There is no mention that the plaintiff appealed the Butcher Judgment and lost on appeal, as evidenced by the Court of Appeals order issued prior to the St. Petersburg Injunctions.

(n) The plaintiff is appearing without obstacles to access to justice, as alleged before the Moscow Court. However, it suppresses all of the above facts in order to make it appear that the Moscow Court had exclusive jurisdiction under Article 248.1 due to obstacles to access to justice. Thus, it is not entitled to interim relief.

(o) The defendant expressly objected to the Moscow Court's jurisdiction. Therefore, participation on the merits on a without prejudice basis cannot be deemed a submission to the jurisdiction of the foreign court. If the party has not abandoned

its challenge to the court's jurisdiction, it cannot be said to have submitted to the foreign court's jurisdiction. It is clear that the defendant has never submitted to the Moscow Court's jurisdiction. The plaintiff has falsely represented that the defendant was given a full and fair opportunity to appear and defend itself in the proceedings before the Moscow Court; however, the record shows that the principles of natural justice were never observed by the Moscow Court.

(p) The plaintiff's misconduct disentitles it from interim relief. Accepting the conclusiveness of the foreign judgment or the competency of the foreign court at this interim stage would imply that in every case brought on a foreign judgment, the Indian Court would grant interim relief without even examining whether it fulfils the criteria under Sections 13 or 14. The requirement that a foreign judgment has to be conclusive is not an additional limb over and above clauses (a) to (f) in Section 13, but in fact inherent in Section 13 of CPC that the foreign judgment has to have res judicata effect in the first place.

(q) Moscow Court is not of competent jurisdiction. Through

Clauses 21.3 and 7.5 of the K2 Contracts dated 1st June 2020, the parties have agreed to resolve disputes by arbitration under ICC Rules with the seat in London. The parties have also specifically chosen through Clause 26.3 and Clause 7.2 that the K2 Contracts will be governed by the laws of England and Wales". Notably, while entering into the arbitration agreement, with the seat in London, and English law being the governing law, the parties have commensurately, by an express agreement, excluded and waived jurisdiction of "any court", even though such a court may otherwise have had jurisdiction.

(r) It is settled law that where parties have agreed that the contract and disputes thereunder shall be governed by the law of a particular country, the parties being bound thereby, all courts outside the jurisdiction of the chosen law are not competent. Since the parties have chosen the law of England to govern the contract and the disputes arising thereunder to be resolved by arbitration with the seat at London, the courts of other countries/jurisdictions are excluded and, consequently, not competent.

(s) Therefore, the Courts in India have consistently held the principle that the parties are bound by their chosen forum for dispute resolution. Such an agreement on the choice of law and the arbitration agreement renders only the courts of the governing law as the competent court or forum to the exclusion of all other courts. This is more so where the parties themselves have expressly waived and excluded the jurisdiction of any other court.

(t) A plain reading of Article 248.1 shows that it is applicable in certain circumstances, as Article 248.1.1 starts with the words "Unless otherwise provided by..... an agreement of the parties, in accordance with which the consideration of disputes with their participation is referred to the competence of the foreign courts, international commercial agreement located outside the territory of Russian Federation." In other words, Article 248.1 is not applicable if there is an agreement between the parties to submit disputes to foreign courts. Article 248.1.2 applies in relation to a dispute between a Russian and another foreign person if the basis for such dispute is restrictive measures imposed by a foreign state.

Article 248.1.4 provides that the exclusive jurisdiction of Russian courts shall apply only where the agreement between the parties is incapable of being performed due to the application of restrictive measures by a foreign state against one of the parties to the dispute, creating obstacles to that person's access to justice.

(u) There is an agreement between the parties under which disputes are to be referred to international commercial arbitration outside Russia, to the exclusion and waiver of jurisdiction of all other courts. There are no restrictive measures imposed by a foreign state, insofar as arbitration in London is concerned, against the plaintiff, contrary to what is provided under Article 248.1.4. There are no restrictions on the plaintiff's participation in international commercial arbitration in London. There are no obstacles for the plaintiff to access justice in London under English law.

(v) Admittedly, prior to invoking Article 248.1 in September 2025, the plaintiff participated in the appointment of the arbitral tribunal under ICC Rules by appointing Doug Jones; an Australian National, as its arbitrator. The plaintiff

participated in the arbitration under ICC Rules, presented counterclaims and did not challenge the jurisdiction of the arbitral tribunal. The plaintiff was duly represented before the English Courts both in the Bonds Litigation and the English Anti-Suit Injunction proceedings brought by the defendant. After invoking Article 248.1 in September 2025 on the ground that there are obstacles to access to justice in London, the plaintiff continued to participate in the arbitration and continued to participate in the arbitration even as of date with over 10 lawyers, which demonstrates that it is able to be represented without any monetary concerns or other obstacles to access to justice.

(w) Thus, it is clear that Article 248.1 has no applicability as its ingredients are not made out, and the parties' agreement has to be honoured. Thus, the Moscow Court is not a court of competent jurisdiction. In similar circumstances, foreign courts in the U.K., the U.S.A. and Hong Kong, after considering Article 248.1 have granted anti-suit injunctions against proceedings in Russia in favour of foreign courts and/or international commercial arbitrations. These Courts

have rejected the defence that, under Article 248.1, Russian Courts have jurisdiction when parties have consciously elected to resolve disputes in foreign courts or in foreign-seated arbitrations.

(x) Learned counsel for the defendant relied upon the Apex Court's decision in *R. Vishwanathan* cited by the learned counsel for the plaintiff and also relied upon the following judgments :

(i) *Amar Singh vs. Union of India and Others*¹²

(ii) *Swan Mills Ltd. V. Dhirajlal @ Dhirubhai Babaria and Others*¹³

(iii) *Honasa Consumer Ltd. vs. RSM General Trading LLC*¹⁴

(iv) *Google LLC vs. Nao Tsargrad Media*¹⁵

(v) *Modi Entertainment Network & Another vs. W.S.G Cricket Pte. Ltd.*¹⁶

(vi) *Bank A vs. Bank B*¹⁷

¹² (2011) 7 SCC 69

¹³ 2012 (4) Mh.L. J. 937

¹⁴ 2024 SCC OnLine Del 5631

¹⁵ (2025) EWHC 94 (Comm) English Court

¹⁶ (2003) 4 SCC 341

¹⁷ (2024) HKCFI 2529

(vii) *Google LLC vs. Nao Tsargrad Media*¹⁸

(viii) *Barclays Bank PLC vs. VEB RF*¹⁹

8. Learned senior counsel for the defendant therefore submitted that at this preliminary stage, only based on the Russian court judgment, the plaintiff would not be entitled to any interim injunction. He submits that no case is made out to support the apprehension for seeking the injunction in respect of the defendant's assets.

CONSIDERATION OF SUBMISSIONS :

9. The plaintiff has filed the suit in terms of Section 13 of the CPC, which provides that a foreign judgment shall be conclusive in respect of the matter directly adjudicated upon between the same parties, or between parties under whom they, or any of them, claim to litigate under the same title. Section 13 further provides for exceptions to the conclusiveness. Therefore, if the foreign judgment falls under any of the exceptions provided under clauses (a) to (f) of Section 13 of the CPC, the foreign judgment cannot be accepted as conclusive. In view of Section

¹⁸ 5:24-cv-05423-EJD US Court

¹⁹ (2024) EWHC 1074 (Comm)

14 of the CPC, if a certified copy of a foreign judgment is produced, the court has to presume that it is pronounced by a Court of competent jurisdiction; however, this presumption is not absolute, and it is subject to the contrary being seen on the record or that it can be displaced by proving want of jurisdiction.

10. Therefore, under Sections 13 and 14 of the CPC, when a certified copy of a foreign judgment is produced before an Indian court, it shall be accepted as conclusive as to the matter adjudicated between the same parties, and it shall be presumed that it is pronounced by a court of competent jurisdiction. However, such a conclusiveness can be dislodged if any of the exceptions under clauses (a) to (f) of Section 13 apply, and the Indian Court can refuse to accept such a presumption of competent jurisdiction if the record shows to the contrary. It can also be proved by the defendant that the foreign judgment was not pronounced by a court of competent jurisdiction.

11. Therefore, if the record prima facie shows that the foreign court's jurisdiction is doubtful, the Indian Court can refuse to accept the absolute conclusiveness of the foreign judgment at a pre-trial stage. Similarly, at a pre-trial stage, for accepting that

the foreign judgment is conclusive as to the matter directly adjudicated between the same parties, the Indian Court has to be prima facie satisfied that the foreign judgment does not fall under any of the exceptions under clauses (a) to (f) of Section 13 of the CPC.

12. When a defendant objects to the conclusiveness of the foreign judgment or the presumption of competent jurisdiction of the foreign court, the Indian court, at a pre-trial stage, will have to examine whether, prima facie, there is substance in the objection. The burden of proving or disproving the conclusiveness or presumption would depend on the rival pleadings that can be considered at the time of framing issues. However, at a pre-trial stage for examining whether the plaintiff is entitled to any interim relief on the ground that the foreign judgment can be accepted as conclusive evidence to support the plaintiff's claim, the Indian court needs to be satisfied that prima facie, the foreign judgment is seen to have been pronounced by a court of competent jurisdiction and that it does not fall under any of the exceptions provided under Section 13 of the CPC.

13. In the present case, the plaintiff contends that the foreign

Judgment is conclusive evidence of the defendant's liability and that the plaintiff is entitled to seek an Indian decree for the amount payable by the defendant as per the Russian Judgment. According to the plaintiff, the Russian judgment does not fall under any of the exceptions provided under clauses (a) to (f) of Section 13 of the CPC. The certified copy and apostilled copy of the judgment are produced on record; hence, according to the plaintiff, the judgment must be presumed to have been pronounced by a court of competent jurisdiction. Therefore, it is the case of the plaintiff that, in view of Sections 13 and 14 of the CPC, the Russian judgment is conclusive evidence of the defendant's debt and the plaintiff's entitlement to recover the amount payable by the defendant as prayed in this suit. In view of the apprehension expressed by the plaintiff that the defendant is likely to transfer its assets in India to defeat the plaintiff's claim, the plaintiff seeks an interim injunction against the defendant.

14. The defendant objected to the conclusiveness of the Russian judgment on the ground that the Moscow Commercial Court lacked jurisdiction because the agreements between the parties contain an arbitration clause. Accordingly, arbitration

proceedings are pending between the parties before the international arbitral tribunal. There is no dispute that the defendant has participated in the arbitration proceedings for the last three years. From the record, it appears that the plaintiff filed the claim before the Moscow commercial court only after the English court issued an order against the plaintiff. Therefore, in view of the arbitration clause between the parties, if the Moscow Commercial Court lacked jurisdiction, the conclusiveness and presumption under Sections 13 and 14 of the CPC would not apply. Except for the Russian judgment, the plaintiff does not rely upon any other evidence in support of the claim to recover the amount from the defendant. Therefore, it is necessary to examine whether the Russian judgment can be accepted as conclusive evidence at this pre-trial stage for considering the grant of interim relief as prayed by the plaintiff.

15. Admittedly, the relevant clause no. 21.3.2 of the agreements executed by the parties includes an arbitration clause that excludes the jurisdiction of other courts. The agreements between the parties show that they had also agreed to the choice of English law as recorded in clause 26.3. The ICC

arbitral tribunal directed the plaintiff to withdraw Russian proceedings by order dated 11th November 2025. On 21st November 2025, the UK High Court issued an anti-suit injunction against the plaintiff. Thereafter, on 10th December 2025, a Russian court granted an anti-arbitration injunction against the defendant and MTR. Admittedly, the basis of the dispute is the EU sanctions, and the temporary suspension of the enforcement of the agreement by the defendant and the subsequent termination of the contract by the plaintiff.

16. In the appeal preferred by the defendant in the Russian court, challenging the order of joinder of the present defendant, it appears that the challenge was on the point of jurisdiction. There appears to be no dispute that the plaintiff participated in the arbitration proceedings in the UK for three years. It is only after the order in the Bond Litigation that the plaintiff initiated proceedings in the Russian court, as the English court's order was against the plaintiff. The plaintiff has relied on Article 248.1 of the Russian Procedure Code to contend that the Russian court has jurisdiction despite the arbitration agreement.

17. Considering the facts of the case and the rival

submissions, the controversy regarding jurisdiction revolves around the effect of Article 248.1 of the Russian Procedure Code, *which reads as under*:

"1. Unless otherwise provided by an international treaty of the Russian Federation or an agreement of the parties, in accordance with which the consideration of disputes with their participation is referred to the competence of foreign courts, international commercial arbitrations located outside the territory of the Russian Federation, the exclusive competence of commercial courts in the Russian Federation shall include the following cases:

1) in disputes involving persons in respect of whom restrictive measures are imposed by a foreign state, state association and/or union and/or state (interstate) institution of a foreign state or state association and/or union;

2) on disputes between one Russian or foreign person and another Russian or foreign person, if the basis for such disputes are restrictive measures imposed by a foreign state, state association and/or union and/or state (interstate) institution of a foreign state or state association and/or union in relation to citizens of the Russian Federation and Russian legal entities.

2. For the purposes of this Chapter, persons in respect of whom restrictive measures are imposed by a foreign state, state association and/or union and/or state (interstate) institution of a foreign state or state association and/or union shall include:

1) citizens of the Russian Federation, Russian legal entities in respect of which restrictive measures are imposed by a foreign state, state association and/or union and/or state (interstate) institution of a foreign state or state association and/or union;

2) foreign legal entities in respect of which restrictive measures are imposed by a foreign state, state, association and/or union and/or state (interstate) institution of a foreign state or state, association and/or union and the basis for the application of such measures are restrictive measures imposed by foreign state, state association and/or union and/or state (interstate) institution of a foreign state or state association and (or) union in relation to citizens of the Russian Federation and Russian legal entities.

3. The persons specified in this Article (2) shall have the right to:

1) apply for the resolution of the dispute to the

commercial court of the constituent entity of the Russian Federation at the place of its location or place of residence, provided that in the proceedings of a foreign court or international commercial arbitration located outside the territory of the Russian Federation, there is no dispute between the same persons, on the same subject and on the same grounds;

2) apply in accordance with the procedure provided for by Article 248.2 of this Code with an application for an injunction on initiating or continuing proceedings in a foreign court, international commercial arbitration located outside the territory of the Russian Federation.

4. The provisions of this Article shall also apply if the agreement of the parties, according to which the consideration of disputes with their participation is referred to the competence of a foreign court and international commercial arbitration located outside the territory of the Russian Federation, is unenforceable due to the application of restrictive measures against one of the parties to the dispute by a foreign state, state association and/or union and/or state (interstate) institution of a foreign state or state association and (or) union, creating obstacles for such a person in access to justice.

5. The provisions of this Article shall not prevent the

recognition and enforcement of a foreign court decision or foreign arbitral award made on the claim of a person specified in this Article(2), or if this person did not object to the consideration of the dispute with its participation by a foreign court, international commercial arbitration located outside the territory of the Russian Federation, including no application for an injunction on initiating or continuing proceedings in a foreign court, international commercial arbitration located outside the territory of the Russian Federation.”

18. The said Article 248.1 also has exceptions and provisos. On plain reading of the said Article 248.1 and the plaintiff's contentions, it appears that the plaintiff seeks to rely upon the provision in the said Article which grants jurisdiction to the Russian court in the event that there are obstacles to access to justice in the courts outside the Russian jurisdiction. In view of the facts of the present case as discussed in the above paragraphs, it cannot be ascertained at this pre-trial stage whether the disputes between the parties would fall within the jurisdiction of the Moscow Commercial Court, despite the arbitration proceedings pending between the parties in respect of the same dispute.

19. Admittedly, the plaintiff has participated in the international arbitration proceedings concerning the same dispute, which is the subject matter of the Russian judgment relied upon in this suit as conclusive evidence. Therefore, at this pre-trial stage, the Russian judgment cannot be relied upon as conclusive evidence as contemplated under Section 13 of the CPC. The presumption regarding the competence of the court as contemplated under Section 14 of the CPC cannot be applied at this pre-trial stage, as from the record, prima facie, it appears that, in view of the arbitration agreements between the parties and the ongoing international arbitration, the competence of the Moscow commercial court in entertaining the plaintiff's claim is doubtful.

20. The defendant has also raised an objection with reference to the exceptions provided under Section 13 of the CPC to contend that the Russian court judgment cannot be accepted as conclusive evidence, as the proceedings were conducted in breach of the principles of natural justice. As detailed in the above paragraphs, the defendant has pleaded that, 10 to 14 days prior to the final hearing, the plaintiff filed an amendment to its claim containing over 20,000 pages and an expert report;

however, the defendant was not granted sufficient time to respond and that the court refused to appoint an independent expert as requested by MTR, but relied upon only the plaintiff's expert. Therefore, at a pre-trial stage, it is difficult to accept the Russian judgment as the absolute evidence that the plaintiff would be entitled to recover the amounts claimed in this suit on the ground that it constitutes a debt against the defendant.

21. The plaintiff has also brought on record the judgment of the Russian appellate court, confirming the judgment of the Moscow commercial court, which the plaintiff relied upon to seek benefit under Sections 13 and 14 of the CPC. The Russian appellate court's judgment dismissing the defendant's appeal was passed after the filing of this suit. Hence, the other grounds earlier argued by the parties regarding the effect of the Moscow Commercial Court's judgment being subject to the outcome of the defendant's appeal are unnecessary to discuss, as the appeal has now been dismissed.

LEGAL PRINCIPLES RELIED UPON ON BEHALF OF PLAINTIFF:

22. In *Brijlal Ramjidas*, the appeal before the Privy Council

challenged a judgment and decree of the Bombay High Court in its appellate jurisdiction, confirming the High Court's decree in its original civil jurisdiction. The issue that arose was whether the Indore High Court's judgment holding the arbitral award to be valid binds the parties in the proceedings in British India filed to set aside that award and for a declaration that the partnership still subsisted. The partnership was governed by the Partnership Act, 1932, of British India, and the award declared it should be dissolved. The respondent's defence was under Section 13 of the CPC that the foreign judgment of the Indore High Court was conclusive, as it directly adjudicated upon everything necessary to hold that the award was valid. Hence, preliminary issues were framed and decided by accepting the respondent's contention that the Indore High Court's judgment barred the present suit. The suit was dismissed, which was confirmed by the appellate bench of the Bombay High Court and approved by the Privy Council.

23. It was held by the Privy Council that even if it were to be assumed that the arbitration was subject to the law of British India and that the High Court of Indore had erred in treating it as

governed by the law of Indore, the judgment would still be conclusive unless it could be shown that the foreign court had refused to recognise the law of British India. Arguments were heard to the effect that even if the foreign judgment were conclusive, it did not extend so far as to prevent the Courts of British India from making the declaratory decree. The issue was not further decided in view of the appellant's concession.

24. In *Alcon Electronics*, the proceedings arose from a petition in India for execution of an order passed by an English Court. The Apex Court held that a foreign judgment which has become final and conclusive between the parties is not impeachable either on facts or law except on limited grounds enunciated under Section 13 of the CPC. It is further held that the presumption under Section 14 of the CPC, that the foreign court which passed the order is a court of competent jurisdiction, is rebuttable.

25. In *Sodhi Transport*, the Apex Court held that when presumption is conclusive, it obviates the production of any other evidence to dislodge the conclusion to be drawn on proof of certain facts, but when it is rebuttable, it only points out the party

on whom lies the duty of going forward with evidence on the fact presumed.

26. In *R. Viswanathan*, the Apex Court held that competency in the international sense means jurisdiction over the subject matter of the controversy and over the parties, as recognised by the rules of international law. It is further held that the courts of this country will not enforce the decisions of foreign courts that lack jurisdiction in the international sense recognised in international law.

27. There are plenty of other judgments, foreign texts and articles relied upon by the learned senior counsel for the plaintiff. However, either the judgements are of the Delhi High Court following legal principles settled by the Apex Court, or they pertain to the execution of decrees passed by courts in reciprocating territory under Section 44A of the CPC. The controversy in this case is at the pre-trial stage, concerning the grant of an interim injunction in a suit seeking relief for the recovery of amounts, relying on the foreign judgment as conclusive evidence. Therefore, it is unnecessary to discuss them, inasmuch as the legal principles discussed in the above

paragraphs cover the controversy to be decided in the present application.

LEGAL PRINCIPLES RELIED UPON ON BEHALF OF DEFENDANT:

28. Article 248.1 of the Russian Procedure Code was discussed by the King's Bench Division, Commercial Court of the High Court of England and Wales in *Google LLC*. It is held that nothing in Article 248.1 would prevent the defendant from commencing proceedings in England in accordance with the jurisdiction clause of the agreement. In the said decision, the effect of Article 248.1 is discussed with reference to the jurisdiction clause in the agreement between the parties. The said decision pertains to the final reliefs of an anti-enforcement injunction, with ancillary relief of an anti-suit injunction, to prevent the recognition or enforcement of a series of judgments of the Russian courts in any jurisdiction outside Russia. It was alleged that the Russian proceedings were commenced and pursued in breach of London Arbitration or exclusive English jurisdiction agreements. Thus, the effect of Article 248.1 is discussed with reference to the arbitration agreement between the parties, and

final anti-enforcement injunctive relief is granted.

29. The decision in *Amar Singh's* case is relied upon to support the defendant's submissions that, in view of the plaintiff's conduct of suppression of facts regarding the anti-suit injunction granted by the English court, the plaintiff would not be entitled to any discretionary relief of injunction. In the said decision, the Apex court held that, over the centuries, the courts frowned upon litigants who, with intent to deceive and mislead the courts, initiate proceedings without full disclosure of facts. It is held that such litigants, who come with unclean hands, are not entitled to any discretionary relief. The court further held that it is one of the fundamental principles of jurisprudence that litigants must observe total clarity and candour in their pleadings, especially when it contains a prayer for injunction. Thus, it is held that a prayer for injunction, which is an equitable remedy, must be governed by the principles of "uberrima fides",; meaning that a litigant has a strict legal duty to plead with complete honesty and transparency by voluntarily disclosing all the true and correct facts.

30. In *Swan Mills*, this court held that in a suit for money

decree, when a temporary injunction is sought restraining the defendant from transferring movable or immovable property, the court has to be satisfied that the defendant is likely to dispose of the property with intent to defeat the execution of the decree that may be passed in favour of the plaintiff.

31. All other decisions relied upon by the learned senior counsel for the defendant are of foreign courts on the point of anti-suit injunction. The decision of the Apex Court in *Modi Entertainment Network* also pertains to an anti-suit injunction. Hence, it is not necessary to discuss those judgments.

32. Learned senior counsel for the defendant tendered a compilation of judgments running into 552 pages consisting of 18 judgments. However, on a specific query regarding its relevance, learned senior counsel for the defendant fairly submitted that he would rely only on the relevant 8 of the 18 judgments.

CONCLUSIONS:

33. At this stage, I find it necessary to record that I heard learned senior counsels for both parties at length. When the arguments were concluded, and the matter was closed for

orders, the parties were permitted to submit brief written notes of their respective arguments advanced before the court. However, both parties have submitted lengthy written notes that also refer to the judgments not cited before the court. Although the learned senior counsel for the defendant had fairly relied only on the relevant 8 out of the 18 judgments, the written notes contain submissions with reference to all the judgments, as well as to new judgments that were never cited at the time of oral arguments. Such practice consumes more time than is necessary to decide such matters and also results in delays in delivering judgments.

34. The legal principles discussed in the paragraphs above make it clear that whether a foreign judgment is conclusive evidence depends on the facts of each case. If objections are raised to its conclusiveness and to the facts of the case, the Indian court may find that the foreign judgment cannot be accepted as conclusive evidence at the pre-trial stage; a discretionary relief of an injunction cannot be granted. Unless the Indian court is prima facie satisfied that none of the exceptions under clauses (a) to (f) of Section 13 apply and that the record

prima facie shows that the foreign court was competent to decide the issue, and there is no other evidence in support of the money claim, there would be no question of granting a discretionary relief of injunction.

35. In the present case, in view of the arbitration agreements between the parties and the plaintiff's participation in the international arbitration proceedings pertaining to the same claim arising out of the same dispute, the competence of the Russian court in entertaining the plaintiff's claim is doubtful. Therefore, the presumption under Section 14 of the CPC cannot be applied at the pre-trial stage. As discussed in detail in the paragraphs above, the defendant has raised serious objections in view of the exceptions under Section 13 of the CPC to contend that the Russian court's judgment cannot be accepted as conclusive evidence at this stage. From the record, it is seen that the defendant has raised serious objections on the grounds that the proceedings are founded on an incorrect view of international law, and the proceedings also suffer from a breach of principles of natural justice. Therefore, the conclusiveness of the Russian judgment needs to be tested in the trial. At this stage, the

Russian judgment cannot be accepted as an absolute and conclusive proof or evidence to support the plaintiff's money claim.

36. Merely saying that the defendant is likely to transfer its funds out of India to defeat the plaintiff's claim would not be sufficient to grant an injunction when there is no prima facie evidence to support the plaintiff's claim. In the present case, the apprehension is expressed by referring to an assignment agreement executed between the defendant and MTR. However, the Russian court has already granted an injunction in respect of the assignment agreement as pleaded by the plaintiff. The defendant has produced sufficient material to show that the orders passed by the English court were not produced on record by the plaintiff. Admittedly, the plaintiff has participated in the international arbitration proceedings in the UK. There is also no dispute that the Russian judgment pertains to substantially the same claim as that in the international arbitration proceedings in which the plaintiff had also filed a counterclaim. Therefore, even on the ground of the plaintiff's conduct, I see no reason to grant discretionary relief of injunction as prayed in the present

application. In the absence of any prima facie case in favour of the plaintiff, any irreparable loss shown by the plaintiff or the balance of convenience in favour of the plaintiff, I see no reason to grant an order of injunction. The defendant has produced sufficient material to show that the dispute between the parties is the subject matter of the international arbitration proceedings, and that the English court has issued various orders imposing an anti-suit injunction. Hence, if any injunction is granted, the defendant is likely to suffer irreparable loss and prejudice. Hence, the balance of convenience lies in favour of the defendant. The plaintiff has not made out a case for an interim injunction.

37. For the reasons recorded above, the interim application is dismissed.

[GAURI GODSE, J.]