AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMM ARBITRATION PETITION (L) NO.294 OF 2026

Arkawelle Infra Private Limited ... Petitioner

Vs.

1. Carbon Minus Energy Pvt. Ltd.
2. Carbon Minus Maharashtra One Private LImited
3. Sunpower Dynamics Private Limited
4. Vikran Engineering
5. Surya Electro Multi Services Private Limited ... Respondents

Mr. Shekhar Jagtap with Ms. Sairuchita Chowdhary for the petitioner.

Ms. Shilpa Kapil with Mr. Chidanand Kapil. And Mr. Vishwabharati Devkhile for the respondents.

CORAM : AMIT BORKAR, J.

RESERVED ON : JULY 29, 2026.

PRONOUNCED ON : JULY 31, 2026

JUDGMENT:

1. The present Petition is filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking urgent interim protection before commencement of the proposed arbitral proceedings. The petitioner prays that respondent No.1 should not transfer, either fully or partly, the obligations arising from the Letter of Award dated 25 March 2025 and the Agreement of Association dated 14 April 2025 and, if such transfer has been made, the same should remain subject to the final decision in arbitration. The petitioner has also claimed protection over its alleged 30% interest in the shares of respondent No.1 and has sought restraint against any dealing with those shares. Further prayers are made for appointment of a Court Receiver over the assets of the respondents, disclosure on oath of their assets, bank accounts, financial records, liabilities and pending litigations, production of details and copies of contracts allegedly executed with respondent Nos.4 and 5 concerning the project, and a direction that respondent No.1 should maintain status quo in respect of its assets and business operations, including those of respondent No.2, till the arbitral proceedings are finally decided.

2. The petitioner is a Private Limited Company. A Letter of Award dated 25 March 2025 was issued in its favour and thereafter an Agreement of Association dated 14 April 2025 was also executed with it. Respondent No.1 is the company which, on behalf of respondent No.2, issued the Letter of Award dated 25 March 2025 in favour of the petitioner. It also entered into the Agreement of Association dated 14 April 2025 with the petitioner. Respondent No.2 is a Special Purpose Vehicle. It is a subsidiary company formed under respondent No.1. Respondent No.3 is also a party to the Agreement of Association. According to the petitioner, respondent No.3 acted as a facilitator for the petitioner in the project. Respondent Nos.4 and 5 are the parties to whom respondent No.1 is alleged to have reallocated parts of the project after terminating the petitioner's contract. According to the petitioner, this termination and reallocation were illegal and arbitrary because the work originally awarded to the petitioner was later given to these respondents.

3. The petitioner Company was incorporated and registered under the provisions of the Companies Act on 10 December 2021. On 15 March 2024, the Maharashtra State Electricity Distribution Company Limited (MSEDCL) invited bids by issuing Tender No. RFS No. MSEDCL/RE/2024/1052MW Solar/LIS/T-12. The tender was for procurement of power on a long term basis through a competitive bidding process followed by a reverse e-auction. The project related to development of 1052 MW grid connected Solar Photovoltaic Power Projects on lands belonging to the Water Resources Department of Maharashtra for lift irrigation schemes situated in different districts of the State.

4. According to the petitioner, respondent No.1 became the successful bidder and was declared as the L1 bidder. MSEDCL thereafter awarded the project to respondent No.1 and issued the Letter of Award in its favour. On 25 March 2025, respondent No.1, acting on behalf of respondent No.2, issued a Letter of Award in favour of the petitioner for execution of the EPC Contract together with one year Operation and Maintenance work for a cumulative 505 MW (AC) Solar Photovoltaic Plant at different locations in Maharashtra. The contract value was fixed at the rate of Rs.3,20,00,000/- per MW, making the total contract price Rs.16,16,00,00,000/- inclusive of all taxes and duties for execution of the EPC work. On 29 March 2025, the petitioner addressed an e-mail to respondent No.1 requesting that the sites be surveyed and the land boundaries be demarcated so that it could begin land preparation, soil investigation and other necessary tests. On 8 April 2025, the petitioner acknowledged the Letter of Award and expressed its willingness to work on the project. It also informed respondent No.1 that it had started mobilizing its team for execution of the work.

5. According to the petitioner, during this period respondent No.1 approached it through its facilitator and stated that financial investment was required for successful execution of the project. On 14 April 2025, the petitioner and respondent Nos.1 to 3 entered into an Agreement of Association, also described as an Investment Agreement. Under this agreement, the parties agreed to combine their expertise and resources for successful execution and maintenance of the 505 MW grid connected Solar Photovoltaic Project arising out of the tender. The agreement also contains an arbitration clause in Clause VIII read with Clause 8. The petitioner states that even after sending repeated communications, including e-mails dated 24 April 2025 and 29 April 2025 requesting details of land boundaries and the process of handing over the land as discussed during meetings, respondent No.1 did not hand over even a single demarcated parcel of land. Respondent No.1 replied by e-mail on 29 April 2025. According to the petitioner, respondent No.1 only asked it to wait until the sub lease agreement with MSEDCL was executed and did not hand over the land. On 15 May 2025, the petitioner again requested respondent No.1 to urgently hand over the land so that the work could be completed before the monsoon season. According to the petitioner, no action was taken despite this request.

6. On 21 June 2025, respondent No.1 issued a letter terminating the Letter of Award as well as the Agreement of Association. The termination was based on allegations of sub leasing, solicitation of Earnest Money Deposit and circulation of false statements. According to the petitioner, these allegations are false, and the termination is illegal. On the same day, respondent No.1 issued another letter to the petitioner stating that its case would be considered for allotment of an EPC contract for a separate 53 MW (AC) Solar Power Project on specified land parcels in Jalna District, Maharashtra under the same tender. On 23 June 2025, the petitioner objected to the termination and stated that respondent No.1 had not handed over any land and therefore the work could not be commenced. On 4 August 2025, the petitioner submitted a detailed representation pointing out that respondent No.1 had misrepresented facts and had failed to provide correct and verifiable details of the land required for execution of the project. On 27 September 2025, a meeting took place between representatives of the petitioner and respondent No.1. According to the petitioner, respondent No.1 agreed during the meeting to restore the original 505 MW allocation provided the petitioner furnished a Performance Bank Guarantee of Rs.75 lakhs for a 15 MW pilot parcel.

7. The petitioner thereafter submitted the required Performance Bank Guarantee. According to the petitioner, the same was acknowledged by respondent No.1. However, on 30 October 2025, respondent No.1 is stated to have withdrawn from the agreed proposal for reinstatement and rejected the Performance Bank Guarantee on the ground relating to the issuing bank.

8. The petitioner further states that throughout the transaction it had shared several confidential documents and information with respondent No.1, including designs, proposals, pricing details, technical information and particulars of its vendors and clients. According to the petitioner, such information was protected under the Letter of Award and the Agreement of Association, both of which prohibited respondent No.1 from dealing with the petitioner's clients, partners, or vendors. In spite of this, respondent No.1 allegedly entered into arrangements with the other respondents and directly awarded 168 MW EPC work to respondent No.5, who was the petitioner's vendor, without its consent. A part of the remaining work was also awarded to respondent No.4. On 5 November 2025, the petitioner issued a legal notice to respondent No.5 with a copy marked to respondent No.1. Respondent No.5, through its Advocate, replied to the said legal notice on 12 November 2025. According to the petitioner, handing over of the land was a mandatory condition before the EPC work could begin. Since respondent No.1 did not hand over even a single parcel of land, performance of the contract became impossible. Therefore, according to the petitioner, the termination dated 21 June 2025 is arbitrary and cannot be sustained.

9. The petitioner states that it has taken steps to invoke arbitration in terms of the arbitration clause contained in the

Agreement of Association. According to the petitioner, there is an immediate danger of serious and irreparable loss and there is also a possibility that the arbitration proceedings may become ineffective if interim protection is not granted.

10. Mr. Jagtap, learned Advocate appearing for the petitioner, invited my attention to the Agreement of Association dated 14 April 2025 executed between the petitioner and the respondents. He submitted that Clause II(6) of the agreement contains a provision regarding the proposed shareholding after investment between the first party and the third party, under which the petitioner was to be allotted 30% equity. He further relied upon Clause IV dealing with investment and transfer of equity and pointed out that Clause IV(2) provides for transfer of 30% shares of the Special Purpose Vehicle. According to him, the agreement clearly recognised the petitioner's right to receive a 30% equity stake.

11. Learned Advocate for the petitioner further relied upon Clauses VI, VIII, and Clause 8 of the Agreement of Association. He submitted that Clause VIII(a) provides that disputes should first be resolved through mutual discussion and, if such discussion fails, the dispute should be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, with arbitration to be held at Chennai. However, he submitted that Clause 8 provides that the Investment Agreement shall be governed by the laws of India and that the Courts at Mumbai alone shall have exclusive jurisdiction in relation to disputes arising out of the agreement. According to him, Clause 8 is a dispute resolution clause which provides a three stage process. The parties must first try to resolve the dispute through mutual consultation, then through mediation, and if both attempts fail, the dispute has to be referred to arbitration at Mumbai, whose decision would be final and binding. He, therefore, submitted that Mumbai is the seat of arbitration and this Court has jurisdiction to entertain the present petition.

12. Learned Advocate for the petitioner then referred to the termination letter dated 21 June 2025 by which respondent No.1 terminated the Letter of Award and the Agreement of Association with immediate effect. He, however, pointed out that on the very same day, respondent No.1 issued another communication at Exhibit H. In that communication, while referring to the termination, respondent No.1 stated that as a one time gesture of goodwill and good faith, it was willing to consider allotting a 53 MW project out of the 730 MW project, as discussed in the meeting held on 19 June 2025. It was also stated that the EPC work and transmission line work would be offered at an all inclusive rate of Rs.3.6 crore, inclusive of all applicable taxes. According to him, this shows that the relationship between the parties had not come to an end. He submitted that since the petitioner was entitled to hold 30% equity in the project, the Agreement of Association and the Letter of Award could not have been cancelled unilaterally. He further submitted that respondent No.1 never handed over any land for execution of the project. According to him, the agreement between the parties contemplated that the petitioner would acquire a 30% equity stake in respondent No.1, which was the Special Purpose Vehicle created for execution of the project. As the respondents failed to perform their obligations, the petitioner is entitled to the interim reliefs prayed for.

13. Learned Advocate for the petitioner also submitted that by order dated 6 April 2026 this Court had granted ad interim protection in favour of the petitioner by restraining respondent No.1 from transferring the petitioner's obligations to any other contractor, including respondent Nos.4 and 5. He submitted that the said protection should continue until the arbitral proceedings are finally decided.

14. The learned Advocate for the petitioner relied upon the arbitration provisions contained in the Agreement of Association. The relevant clauses read as follows:

> "**Viii. Arbitration:**
>
> a) In the event of any dispute arising between the Parties in respect of this INVESTMENT AGREEMENT / DEFINITIVE AGREEMENT / AGRREEMENT OF ASSOCIATION, such disputes shall be resolved amicably by mutual discussions, failing which disputes shall be settled by Arbitration to be held in Chennai in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted by a sole arbitrator to be appointed mutually by both the Parties. The cost of arbitration shall be borne by the Parties equally. The decision of arbitration shall be final and binding upon the Parties.
>
> b) This INVESTMENT AGREEMENT / DEFINITIVE AGREEMENT / AGRREEMENT OF ASSOCIATION will be

governed by and construed in accordance with Indian Law. Subject to arbitration clause, the courts situated in Mumbai, India only shall have the exclusive jurisdiction to try, entertain and decide the matters arising out of this INVESTMENT AGREEMENT."

15. He also relied upon Clause 8 of the Agreement, which provides for resolution of disputes through a step-by-step process. The said clause reads as follows:

"**8. Dispute Escalation Clause:**

In case of any disputes, the Parties agree to resolve the matter through a three-step process:

a) Initial mutual consultation to reach an amicable resolution within 30 days.

b) Mediation by an Independent mediator appointed jointly by the Parties, within 60 days of raising the dispute.

c) Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, held in Mumbai, with the decision of the arbitrator being binding."

16. According to the learned Advocate for the petitioner, these clauses show that the parties first agreed to try, and resolve their disputes through mutual discussion. If the dispute could not be settled in that manner, they agreed to attempt mediation. If mediation also failed, the dispute was to be referred to arbitration. He submitted that although Clause VIII refers to arbitration at Chennai, Clause 8 provides that arbitration shall be held at Mumbai. He further submitted that the agreement also gives exclusive jurisdiction to the Courts at Mumbai. On this basis, he argued that Mumbai is the seat of arbitration and, therefore, this Court has jurisdiction to entertain the present petition.

17. On the other hand, Ms. Kapil, learned Advocate appearing for the respondents, submitted that the arbitration clause contained in the Agreement of Association provides that arbitration is to be held at Chennai. According to her, this Court does not have territorial jurisdiction to entertain the present petition. She further submitted that the Agreement of Association contains two different arbitration clauses, one referring to Mumbai and another referring to Chennai. According to her, both clauses cannot stand together and are inconsistent with each other. She, therefore, submitted that such clauses are void under Section 28 of the Indian Contract Act, 1872.

18. Learned Advocate for the respondents further relied upon Clause 8 of the Agreement of Association. She submitted that Clauses 8(a) to 8(c) provide a step-by-step procedure for resolving disputes. According to her, the parties must first attempt to resolve the dispute through mutual consultation. If that fails, they must proceed to mediation. Only if mediation is unsuccessful can arbitration be invoked. She submitted that the petitioner has directly invoked arbitration without first following the agreed procedure of consultation and mediation. She further submitted that the real dispute between the parties arises from the Letter of Award and not from the Investment Agreement. According to her, the Letter of Award does not contain any arbitration clause.

19. Learned Advocate for the respondents submitted that respondent No.1 has terminated both the Letter of Award and the Agreement of Association by notice dated 21 June 2025. In support of her submissions, she relied upon the judgments in

Rajasthan Breweries Limited vs. Stroh Brewery Co., AIR 2000 Delhi 450, *Chetan Iron LLP vs. NRC Limited,* 2022 (6) Mh.L.J. 21*, Polimer Media Pvt. Ltd. vs. Zee Entertainment Enterprises Limited,* Notice of Motion (L) No.1140 of 2016 in Suit (L) No.339 of 2016 decided on 11 April 2016, *Spice Digital Limited vs. Vistaas Digital Media Private Limited,* 2012 SCC OnLine Bom 1536, *N.G. Projects Limited vs. Vinod Kumar Jain & Ors.,* (2022) 6 SCC 127, and *Hindustan Petroleum Corporation Limited vs. BCL Secure Premises Private Limited,* 2025 SCC OnLine SC 2746. Relying upon these decisions, she submitted that the contract between the parties is in its nature a determinable contract. According to her, once such a contract has been terminated, the only remedy available to the aggrieved party is to claim damages against the party who terminated the contract, and no injunction can be granted to continue the contract.

20. Learned Advocate for the respondents lastly submitted that the contract between the petitioner and respondent No.1 relates to a public utility project. According to her, Section 41 of the Specific Relief Act, 1963 prohibits the Court from granting an injunction which would obstruct or delay the progress of such a public utility project. She therefore prayed that the present arbitration petition be dismissed.

FINDING AND REASONS:

21. I have carefully read the Petition, replies filed by the parties, documents placed on record, Letter of Award dated 25 March 2025, Agreement of Association dated 14 April 2025, Termination

Letter dated 21 June 2025, later correspondence exchanged between the parties, and submissions made by the learned Advocates for all sides.

22. Before examining the rival submissions, it is necessary to understand the nature of the documents executed between the parties. The Letter of Award dated 25 March 2025 was issued by respondent No.1 on behalf of the Project SPV in favour of the petitioner for execution of EPC Contract together with one year Operation and Maintenance work for the 505 MW Solar PV Project. The Letter of Award fixed the contract value. It also provided that a separate Contract Agreement and Investment Agreement were to be executed within thirty days after acceptance of the Letter of Award. It records that:

> "This LOA is subject to execution of a Contract Agreement and an Investment Agreement, which shall be signed within 30 days of acceptance of the LoA."

23. Therefore, from the Letter of Award, it appears that the parties did not intend that the Letter of Award alone should control the relationship between them. It was made subject to execution of further agreements regulating the rights and obligations of the parties. Prima facie, therefore, the Letter of Award cannot be read separately by ignoring the Agreement of Association which came to be executed thereafter.

24. The Agreement of Association was executed on 14 April 2025. Its recitals show that all parties agreed to work together for successful execution and maintenance of the project awarded under the MSEDCL tender. The agreement records that each party would contribute according to its own experience and expertise for successful completion of the project. Therefore, at least at this stage, it appears that the Letter of Award and the Agreement of Association are connected documents forming part of one commercial transaction. One document cannot be properly understood by keeping the other document outside consideration. Prima facie, both documents appear to supplement each other and regulate different parts of the same commercial arrangement.

25. Learned Advocate for the petitioner has placed much emphasis on the clauses relating to equity participation. On reading the Agreement, it is seen that under the heading "PROPOSED STRUCTURE OF THE COLLABORATION", Clause II(6) provides that the proposed shareholding after investment would be "1st Party. Project Owner. 70%" and "2nd and 3rd Party. Investor/Facilitator. 30%." Thereafter, Clause IV under the heading "INVESTMENT, EXECUTION MILESTONES AND EQUITY TRANSFER" provides the manner in which the said 30% equity was proposed to be transferred. However, the clause does not provide for immediate transfer of shares. On the contrary, it appears that transfer of equity was to take place stage by stage after different project steps were achieved. Therefore, prima facie, the agreement does contemplate transfer of 30% equity in favour of the Second and Third Parties. At the same time, such transfer was made dependent upon fulfillment of different obligations and steps. Thus, the agreement recognises a proposed right, but the actual transfer was linked with performance of obligations under the agreement.

26. Learned Advocate for the petitioner argued that once the agreement contemplated transfer of 30% equity, respondent No.1 could not have terminated the arrangement unilaterally. This submission deserves consideration. However, merely because an agreement provides for future transfer of shares, it cannot immediately be presumed that such shares stood transferred on the very date on which the agreement was executed. The Court cannot read one clause alone by ignoring the remaining provisions of the agreement. The agreement indicates that transfer of equity was to happen progressively after agreed steps were achieved. Therefore, whether the petitioner had acquired an enforceable proprietary right in the alleged 30% equity is a disputed issue. Such issue cannot be finally decided only on affidavits and documents placed before this Court. It would require detailed appreciation of evidence before the Arbitral Tribunal.

27. The next submission made by the petitioner is that respondent No.1 never handed over even one demarcated parcel of land and, therefore, the petitioner could not start execution of the project. At this stage, this contention cannot be brushed aside. The correspondence placed on record prima facie shows that the petitioner requested respondent No.1 to provide details regarding site demarcation and handover of land. The reply given by respondent No.1 does not show that the land had been handed over. Instead, respondent No.1 requested the petitioner to wait till execution of the sub lease agreement with MSEDCL. Prima facie, therefore, this correspondence gives some support to the petitioner's contention that actual possession of the project land had still not been handed over.

28. The Letter of Award contains a detailed schedule regarding different steps after handing over of the site. The schedule refers to land demarcation, fencing, levelling of land and commencement of construction work within specified timelines. Therefore, prima facie, availability of land appears to be an important requirement before actual execution of the project could begin. Whether the land was in fact handed over, whether the petitioner failed to mobilise despite availability of land, or whether respondent No.1 delayed handing over the land, are all disputed questions of fact.

29. On the other hand, the respondents contend that it was the petitioner which committed breaches of the contract and, therefore, respondent No.1 terminated both the Letter of Award and the Agreement of Association by notice dated 21 June 2025. The termination notice refers to allegations regarding sub leasing, solicitation of Earnest Money Deposit and circulation of false statements. Whether those allegations are true or false is a disputed question. At this interlocutory stage, this Court cannot record any final finding on those allegations because they require detailed evidence and examination of the conduct of both parties.

30. One circumstance, however, requires careful consideration. On the same day on which respondent No.1 issued the Termination Letter, another communication was also issued stating that "as a one time gesture of goodwill and good faith," respondent No.1 was willing to consider allotment of a 53 MW project to the petitioner. Prima facie, if respondent No.1 had really formed an opinion that the petitioner's conduct was so serious that every relationship deserved immediate termination, then issuance of another proposal on the same day for allotting a fresh project may require explanation. Whether that communication amounted to revival of negotiations, merely a fresh commercial proposal, or only an independent offer, is a matter which will have to be examined by the learned Arbitral Tribunal. Nevertheless, this conduct of respondent No.1 on the same day cannot be ignored while examining whether the petitioner has established a prima facie case.

31. The respondents have argued that the contract is determinable in nature and, relying upon several judgments, submitted that after termination no injunction can be granted. There is no dispute regarding the settled legal principle that ordinarily a determinable contract cannot be enforced. However, merely applying that legal proposition without examining the true nature of rights asserted in the present case may not be proper. Here, the petitioner is not relying only upon the Letter of Award. It also claims rights under the Agreement of Association relating to equity participation, investment arrangement and confidentiality obligations. Therefore, whether the relationship between the parties is only a determinable EPC contract or whether it also creates separate rights is an issue which requires fuller examination. At this stage, this Court is not expected to finally decide such disputed questions.

32. The respondents have further submitted that the dispute arises only from the Letter of Award and since the Letter of Award does not contain any arbitration clause, the present proceedings are not maintainable. Prima facie, this submission cannot be accepted in the manner suggested. The Agreement of Association records that the parties entered into the investment arrangement for execution of the project covered by the Letter of Award. The obligations arising under both documents appear to be connected with each other. Therefore, at this stage, it cannot be said that disputes arising under the Letter of Award and those arising under the Agreement of Association are separate and independent. Whether all disputes fall within the arbitration agreement is an issue which can appropriately be considered during the arbitral proceedings.

33. The respondents have also argued that the petitioner directly invoked arbitration without first following the agreed dispute resolution procedure. Clause 8 of the Agreement provides a three stage mechanism consisting of mutual consultation, mediation and thereafter arbitration. Normally, parties are expected to follow the procedure agreed between them. At the same time, the record also shows exchange of several communications, meetings, and representations after disputes arose between the parties. Whether those exchanges satisfy the requirement of mutual consultation, or whether strict compliance with every stage was compulsory, are questions requiring detailed examination. At this stage, this objection by cannot disentitle the petitioner from seeking interim protection under Section 9.

34. Another important issue relates to jurisdiction. Clause VIII(a) of the Agreement provides that disputes shall be settled by arbitration "to be held in Chennai". However, Clause 8(c) later provides that arbitration shall be "held in Mumbai". Further, Clause VIII(b) provides that "the courts situated in Mumbai, India only shall have the exclusive jurisdiction to try, entertain and decide the matters arising out of this INVESTMENT AGREEMENT." Therefore, on plain reading of the agreement, different clauses appear to provide different places in relation to arbitration. Prima facie, therefore, there appears some inconsistency between these clauses. However, merely because two clauses appear to be inconsistent, it cannot be said that the arbitration agreement becomes void. It is the duty of the Court to first read the agreement harmoniously so that effect is given to every clause as far as possible. At this prima facie stage, it appears that the parties agreed that Courts at Mumbai alone would have exclusive jurisdiction in matters arising out of the Investment Agreement. They have also incorporated another clause providing arbitration at Mumbai under the dispute escalation mechanism. Therefore, these clauses cannot be ignored only because Clause VIII(a) refers to Chennai. The final interpretation of these clauses may fall for consideration before the appropriate forum. At present, however, the objection regarding absence of jurisdiction cannot be accepted so as to reject the Petition at the threshold.

35. The respondents lastly relied upon Section 41 of the Specific Relief Act,1963 and argued that the present project is a public utility project. According to them, no injunction should be granted which may obstruct progress of such public project. There cannot be any dispute that projects relating to public utility should ordinarily proceed without unnecessary interruption. However, merely because the project relates to public infrastructure, it does not take away the jurisdiction of this Court under Section 9 of the Arbitration and Conciliation Act. The Court is required to balance the competing interests of both sides. While ensuring that the public project is not delayed, the Court must also see that rights of the parties are not defeated before the disputes are adjudicated by the learned Arbitral Tribunal.

36. After considering the material placed on record, I am of the prima facie opinion that disputes exist between the parties regarding performance of their respective obligations under the Letter of Award and the Agreement of Association. There are disputes regarding handover of land, fulfillment of steps, alleged breaches by both sides, validity of termination, proposed transfer of equity, confidentiality obligations and subsequent allotment of parts of the project to respondent Nos.4 and 5. These disputed questions require detailed evidence and cannot be finally decided in proceedings under Section 9 of the Arbitration and Conciliation Act. At the same time, the material available on record is sufficient to indicate that the subject matter of arbitration deserves protection so that the arbitral proceedings do not become ineffective before the disputes are decided. The final determination of rights and liabilities of all parties shall, therefore, remain for consideration before the learned Arbitral Tribunal after appreciation of oral as well as documentary evidence.

37. In view of the foregoing discussion, and upon overall assessment of the material record, the following order is passed:

(i) The Arbitration Petition is partly allowed;

(ii) Pending commencement and final disposal of the arbitral proceedings, respondent No.1, its servants, agents, representatives or any person claiming through or under it are restrained from creating any third party rights or transferring any further part of the obligations arising out of the Letter of Award dated 25 March 2025 and the Agreement of Association dated 14 April 2025, to the extent such obligations have not been transferred as on the date of this order;

(iii) Insofar as any part of the obligations is stated to have been transferred in favour of respondent Nos.4 and/or 5 prior to the ad interim order passed by this Court, such transfer shall remain subject to the final award that may be passed by the learned Arbitral Tribunal. The rights of respondent Nos.4 and 5, if any, shall abide by the outcome of the arbitral proceedings and shall not create any equity in their favour;

(iv) Respondent Nos.1 and 2 shall, within a period of four weeks from today, file an affidavit before the learned Arbitral Tribunal, or before this Court if arbitral proceedings are not commenced within the said period, disclosing the present status of the project, including the extent of work allotted or executed by respondent Nos.4 and 5 pursuant to the Letter of Award dated 25 March 2025;

(v) The prayer seeking declaration of a 30% lien and/or charge over the shares of respondent No.1 is declined at this stage, as the petitioner's alleged entitlement to such equity is a disputed issue requiring adjudication by the learned Arbitral Tribunal;

(vi) The prayer seeking appointment of a Court Receiver over the assets of all the respondents is rejected, as no case has been made out for such drastic relief at this stage;

(vii) The prayer seeking disclosure of all movable and immovable assets, bank accounts, receivables, liabilities and financial statements of respondent Nos.1 and 2 is also rejected, as no material is placed on record to demonstrate that the respondents are attempting to defeat any eventual award or are dissipating their assets;

(viii) respondent Nos.1 and 2 shall preserve all records, correspondence, contracts, technical documents and other material relating to the Letter of Award dated 25 March 2025, the Agreement of Association dated 14 April 2025 and the subsequent allocation of any part of the project to respondent Nos.4 and 5. They shall also preserve all electronic records relating thereto till conclusion of the arbitral proceedings;

(ix) The observations made in this order are only prima facie in nature and have been recorded for the limited purpose of deciding the present petition under Section 9 of the Arbitration and Conciliation Act, 1996. The learned

Arbitral Tribunal shall decide all issues independently on their own merits without being influenced by any observations contained in this order;

(x) The petitioner shall take effective steps for commencement of the arbitral proceedings in accordance with the arbitration agreement within a period of four weeks from today, if not commenced;

(xi) The ad interim order dated 6 April 2026 shall continue to operate in terms of this order until the learned Arbitral Tribunal considers any application for interim relief under Section 17 of the Arbitration and Conciliation Act, 1996, or for a period of eight weeks from today, whichever is earlier;

(xii) Upon an application being filed under Section 17 of the Arbitration and Conciliation Act, 1996, the learned Arbitral Tribunal shall consider the same on its own merits and in accordance with law, without being influenced by the prima facie observations contained in this order;

(xiii) There shall be no order as to costs.

(xiv) All pending Interim Applications, if any, stand disposed of.

(AMIT BORKAR, J.)