Case Citation: (2026) ibclaw.in 5783 HC

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

(1) S. B. Civil Writ Petition No. 19263/2026
CNR: RJHC020915772026 | URN: CW / 40092U / 2026

M/s Marudhara Primeinfra Pvt. Ltd., having its Registered Office at Unit No. 1202, DLF Corporate, Greens, Sector-74A, Narsinghpur, Gurgaon, Haryana, and Alternate Address at C/o Rameshwar Lal Plot No. 30-31, Opposite Baba Chhotu Nath Senior Secondary School, Bikaner, Nokha, Rajasthan-334803.

----Petitioner/Non-Applicant No. 1

Versus

1. M/s Lahoty Buildcon Limited, having its Registered Office at B 157-158, Scheme 10B, Gopalpura Bypass, Jaipur, Rajasthan-302018, through its Managing Director, Mr. Ashish Prakash Lahoty, R/o B 157-158, Scheme 10B, Gopalpura Bypass, Jaipur, Rajasthan-302018.

----Respondent/Applicant

2. M/s Aathesh Ventures Pvt. Ltd., having its Registered Office at 27/23, First Floor, East Patel Nagar, Central Delhi, New Delhi-110008.

3. M/s Nokha Agrotech Pvt. Ltd., having its Registered Office at Bikaner Road, Nokha, Bikaner, Rajasthan-334803

4. M/s Abhi Enterprises, having its Registered Office at 2-E-11, Sukhariya Nagar, Rajsamand, Sri Ganganagar Rajasthan-335001.

----Proforma Respondents/Non-Applicant Nos. 2 to 4

(2) S. B. Civil Writ Petition No. 18418/2026
CNR: RJHC020861882026 | URN: CW / 38171U / 2026

M/s Lahoty Buildcon Ltd., having its Registered Office at B 157-158, Scheme 10B, Gopalpura Bypass, Jaipur, Rajasthan- 302018, through its Managing Director, Mr. Aashish Prakash Lahoty, S/o Om Prakash Lahoty R/o B 157-158, Scheme 10B, Gopalpura Bypass, Jaipur, Rajasthan- 302018.

----Petitioner/Applicant

Versus

1. M/s. Marudhara Primeinfra Pvt. Ltd., having its Registered Office at Unit No. 1202, DLF Corporate Greens, Sector-74A, Narsinghpur, Gurgaon, Haryana, India- 122004 and Alternate Address at C/o Rameshwar Lal. Plot No. 30-31,

Opposite Baba Chhotu Nath Senior Secondary School, Bikaner, Nokha, Rajasthan-334803

2. M/s. Aathesh Ventures Pvt. Ltd., having its Registered Office at 27/23, First Floor, East Patel Nagar, Central Delhi, New Delhi- 110008

3. M/s. Nokha Agrotech Pvt. Ltd., having its Registered Office at Bikaner Road, Nokha, Bikaner, Rajasthan - 334803

4. M/s Abhi Enterprises., having its Office at 2-E-11, Sukhariya Nagar, Rajsamand, Sri Ganganagar Rajasthan - 335001

----Respondents/Non-Applicants

For Petitioner (In Writ Petition No. 19263/2026)	:	Mr. Prateek Kasliwal Advocate with Mr. Hemant Kothari Advocate and Ms. Parneet Kaur Advocate.
For Respondent No. 1 (In Writ Petition No. 19263/2026)	:	Mr. S.S. Hora Advocate with Mr. Aman Garg Advocate.
For Petitioner (In Writ Petition No. 18418/2026)	:	Mr. S.S. Hora Advocate with Mr. Aman Garg Advocate.
For Respondent No. 1 (In Writ Petition No. 18418/2026)	:	Mr. Prateek Kasliwal Advocate with Mr. Hemant Kothari Advocate and Ms. Parneet Kaur Advocate.

HON'BLE MR. JUSTICE ANAND SHARMA
Judgment

REPORTABLE

29/09/2026

1. Since both the above writ petitions have arisen out of the proceedings of Arbitration Application No. 58/2026 (CIS No. 20/2026) pending before the Commercial Court no. 3, Jaipur Metropolitan-II, Jaipur (hereinafter to be referred as 'the Commercial Court'), therefore, for the sake of convenience and ease of understanding, they were heard together and are being decided by this common judgment.

S.B. Civil Writ Petition No. 19263/2026

2. This writ petition under Article 227 of the Constitution of India is directed against order dated 08.09.2026 passed by the learned Commercial Court, whereby the application filed by the petitioner/non-applicant under Order VII Rule 11 read with Section 151 of the Code of Civil Procedure, 1908 (hereinafter to be referred as 'CPC'), seeking rejection of the application filed by Respondent No. 1 under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter to be referred as 'the Act of 1996'), has been dismissed as not maintainable.

3. Facts in brief are, that Respondent No. 1-applicant instituted proceedings under Section 9 of the Act of 1996 before the Commercial Court seeking interim measures/directions against the petitioner on the basis of two separate agreements 09.11.2024 and 20.06.2025 entered into between the parties. Both the agreements contained arbitration clauses. It is not in dispute that an application under Section 11 of the Act of 1996 has also been filed before this Court for appointment of an arbitrator, which is presently pending.

4. Upon receipt of notice of the proceedings under Section 9 of the Act of 1996, the petitioner filed its reply dated 16.02.2026 not only for contesting the application on merits but also raised a preliminary objection to its maintainability. The principal objection of the petitioner was that the respondent had instituted one composite application under Section 9 of the Act of 1996 in respect of two separate and independent agreements, though the parties to both the agreements are the same and both agreements contain arbitration clauses. According to the petitioner, the two agreements relate to altogether different projects, different subject matters, different areas of operation and distinct obligations and cannot be

treated as interlinked or interdependent agreements. Consequently, according to the petitioner, separate causes of action, if any, arose under the two agreements and, therefore, separate applications under Section 9 of the Act of 1996 were required to be instituted.

5. In addition to the aforesaid objection taken in the reply, on 19.08.2026, the petitioner filed a separate application under Order VII Rule 11 read with Section 151 CPC, reiterating substantially the same objection and contending that the composite application under Section 9 of the Act of 1996 was barred by law and was, therefore, liable to be rejected at the threshold under Order VII Rule 11(d) CPC.

6. Respondent No. 1 opposed the said application, principally contending that the proceedings under Section 9 of the Act of 1996 are proceedings for grant of interim measures and are required to be dealt with expeditiously and in a summary manner. It was contended that such proceedings are materially different from a regular civil suit, in which a plaint is subjected to the statutory scrutiny contemplated under Order VII Rule 11 CPC, followed by framing of issues and a full-fledged trial. It was, therefore, argued that the provisions of Order VII Rule 11 CPC cannot be mechanically invoked to seek rejection of application under Section 9 of the Act of 1996 at an interlocutory stage and that all objections, including the objection concerning the composite nature of the application, could be considered by the Commercial Court while finally deciding the application under Section 9 of the Act of 1996.

7. The learned Commercial Court accepted the objection of Respondent No. 1 to the maintainability of the application under Order VII Rule 11 CPC and dismissed the same vide order dated 08.09.2026. At the same time, it did not foreclose the petitioner's

substantive objection regarding the filing of one composite application in respect of two separate agreements. Rather, the Commercial Court specifically left the said objection open for consideration on merits at the time of final adjudication of the application under Section 9 of the Act of 1996. Aggrieved thereof, the present writ petition has been filed by the petitioner.

8. Shri Prateek Kasliwal, learned counsel appearing for the petitioner submits that the learned Commercial Court has committed an error of jurisdiction in declining to consider the application under Order VII Rule 11 CPC. It is argued that the objection raised by the petitioner goes to the very maintainability of the proceedings under Section 9 of the Act of 1996 and is founded upon the admitted existence of two separate and independent agreements containing independent arbitration clauses.

9. Learned counsel submits that merely because the parties to both the agreements are common, two agreements cannot be clubbed together when they relate to different projects and subject matters, different obligations and different areas of operation. According to learned counsel, the existence of independent arbitration clauses under the two agreements necessarily requires disputes arising under them to be dealt with independently, unless the agreements are shown to be intrinsically interlinked or interdependent.

10. It is further submitted that the petitioner had specifically relied upon the law relating to composite references arising from multiple independent agreements containing separate arbitration clauses. Reliance has been placed upon the principles enunciated by the Supreme Court in the case of **Duro Felguera, S.A. vs. Gangavaram Port Limited, (2017) 9 SCC 729,** to contend that

independent agreements having separate arbitration clauses cannot ordinarily be treated as constituting one composite arbitration merely because they have been executed between the same parties. Learned counsel submits that the aforesaid judgment of Hon'ble Supreme Court has been followed by the Calcutta High Court in **Ganpati Technology Services P. Ltd vs. The State Fisheries Development Corporation Ltd., (A.P. No. 13 of 2021 decided on 03.02.2021)** and **Ajoy Kumar Saha vs. Ashok Leyland Finance Ltd., 2002 SCC OnLine Cal 542** as well as by the Madras High Court in **Tamilnadu Road Sector Project II, Highways Department Represented by Project Director, 2021 SCC OnLine Mad 181**.

11. While relying upon the judgment of Delhi High Court in **Amrit Lal Madan & Anr. Vs. K.D. Ahuja & Ors., 2010 SCC OnLine Del 492**, learned counsel submits that once the jurisdictional defect is apparent from the very face of the application and the documents relied upon by the respondent, the petitioner was entitled to have application under Section 9 of the Act of 1996 rejected, being barred by law, at the threshold under Order VII Rule 11(d) CPC. It is contended that relegating the petitioner to the final hearing would defeat the very purpose of raising a preliminary objection regarding jurisdiction and maintainability.

12. Learned counsel for the petitioner, while placing reliance upon **Bhargavi Constructions & Another vs. Kothakapu Muthyam Reddy, (2018) 13 SCC 480,** submitted that the expression barred by law used under Order VII Rule 11(d) CPC cannot be confined to examining the issue at the touchstone of any prohibition under statutory law and even if prohibition has been laid by any judgment, such judgment would also come within the

purview of "law" for the purposes of Order VII Rule 11(d) CPC. Hence, in view of the judgment of **Duro Felguera, S.A. (supra),** filing of composite application by clubbing two different and independent agreements was barred by law.

13. It is also submitted that Section 9(1) of the Act of 1996 itself provides that the Court shall have the same power for making orders as it has for the purpose of and in relation to, any proceedings before it. Consequently, according to learned counsel, the procedural provisions of the CPC are applicable to the proceedings under Section 9 of the Act of 1996 unless expressly excluded, and there is no justification for holding that in such proceedings an application under Order VII Rule 11 CPC is wholly unavailable.

14. Per contra, Shri S. S. Hora, learned counsel appearing for Respondent No. 1 supports the order passed by the Commercial Court. It is submitted that the application under Section 9 of the Act of 1996 is neither a plaint, nor a civil suit and the provisions of Order VII Rule 11 CPC, which specifically contemplate rejection of a plaint, cannot be mechanically imported into proceedings which are essentially for interim protection in aid of arbitration. He relied upon judgment rendered by the Hon'ble Supreme Court in the case of **Firm Ashok Traders & Another vs. Gurumukh Das Saluja & Others, (2004) 3 SCC 155,** judgments of the High Court of Telangana in the cases of **Janset Labs Pvt. Ltd. vs. Sudha Analyticals, Hyderabad 2022 SCC OnLine TS 3545** and **M/s. Uma Shankar Stake Rice Industry vs. G. Ramesh & Others (CMA No. 190 of 2020 decided on 29.06.2020)**, judgment of Delhi High Court in **Plaza Garments vs. Textile Apparels, 2002 SCC OnLine Del 474.**

15. Learned counsel submits that Section 9 of the Act of 1996 confers upon the Court a special jurisdiction to grant interim measures of protection for preservation of the subject matter of arbitration and for securing the efficacy of the arbitral process. The provision is intended to prevent the arbitral proceedings from being rendered nugatory by acts occurring during the pendency of the dispute. Therefore, the Court exercising jurisdiction under Section 9 of the Act of 1996 is required to adopt a pragmatic and expeditious approach rather than permitting interlocutory proceedings on technical objections.

16. Learned counsel, without prejudice to above submissions, argued that the objection raised by the petitioner regarding the clubbing two agreements in one composite petition does not render application under Section 9 of the Act of 1996 ex facie barred by any statutory provision. At the best, such objection raises a question as to whether the two agreements are sufficiently connected, interdependent or capable of being considered together. Such a question would necessarily require examination of the agreements, the nature of obligations undertaken thereunder, the disputes raised and the interim relief claimed. It cannot, therefore, be treated as a pure question falling within the limited parameters of Order VII Rule 11(d) CPC.

17. Learned counsel submits that significantly, the Commercial Court has not rejected the objection raised by the petitioner on merits. It has merely declined to terminate the proceedings at the preliminary stage and has expressly reserved the objection for consideration at the time of final decision of the application under Section 9 of the Act of 1996. Thus, no substantive

right of the petitioner has been adjudicated against it and no prejudice has been caused.

18. It is further submitted that the scope of interference under Article 227 of the Constitution of India is supervisory and not appellate. Unless the order of the subordinate Court suffers from patent jurisdictional error, perversity or manifest failure to exercise jurisdiction, this Court ought not to interfere with an interlocutory procedural order, particularly when the Commercial Court has preserved all substantive objections for consideration in accordance with law.

19. Having considered the rival submissions and perused the material available on record, the question which arises for consideration is whether, in the facts of the present case, the petitioner was entitled to seek rejection of the application under Section 9 of the Act of 1996 by invoking provisions of Order VII Rule 11 CPC and whether the Commercial Court committed any jurisdictional error in declining to entertain such application at the threshold?

20. At the outset, it is necessary to keep in view the nature and object of proceedings under Section 9 of the Act of 1996. Section 9 of the Act of 1996 enables a party to an arbitration agreement to approach the Court, before or during arbitral proceedings and in specified circumstances even after an award, but before its enforcement, for interim measures of protection. The provision encompasses preservation or custody of the subject matter, securing the amount in dispute, inspection or preservation of property, interim injunctions, appointment of a receiver and such other interim protection as may appear to the Court to be just and convenient.

21. In the case of **Firm Ashok Traders & Another (supra)**, the Hon'ble Supreme Court has recognised that an application under Section 9 of the Act of 1996 is not a suit and the jurisdiction under Section 9 of the Act of 1996 is intended to support and protect the arbitral process.

22. At the same time, it is equally settled that while exercising such jurisdiction under Section 9 of the Act of 1996, the Court is not strictly bound by the technicalities of the CPC. In **Essar House Private Limited vs. Arcellor Mittal Nippon Steel India Limited, (2022) 20 SCC 178**, the Hon'ble Supreme Court, while recognising the relevance of basic principles of procedural law, made it clear that technicalities of the CPC should not prevent the Court from exercising jurisdiction under Section 9 of the Act of 1996 for securing the ends of justice.

23. The question, therefore, is not whether in proceedings under Section 9 of the Act of 1996, the provisions of CPC are completely excluded or not; but it is required to be considered as to whether a particular provision of the CPC, namely Order VII Rule 11, can be invoked to compel rejection of application under Section 9 of the Act of 1996 at the threshold in the circumstances of the present case.

24. Upon examination of the provisions of Order VII Rule 11 CPC, this Court finds that Order VII Rule 11 CPC deals with rejection of a plaint. The consequence contemplated by the provision is the termination of a suit at the threshold on specified grounds. Proceedings under Section 9 of the Act of 1996, however, are not instituted by presentation of a plaint and do not constitute an ordinary civil suit requiring adjudication of the substantive rights of the parties after framing of issues and recording of evidence. The

jurisdiction exercised under Section 9 of the Act of 1996 is essentially directed towards grant of interim protection in aid of arbitration.

25. In the case of **Janset Labs Pvt Ltd. (supra)**, the Telangana High Court has observed as under :

> *"**15.** Remedy under Section 9, perforce is interlocutory in nature pending initiation of arbitral proceedings, during the arbitral proceedings and after, subject to determination of rights and liabilities in arbitral proceedings and their enforcement. What is prescribed under Section 9 of the Act is only an application to grant interlocutory measures to the applicant. The claims are made before the arbitral Tribunal once arbitral proceedings are set in motion. Very scheme of the Act could not have envisaged rejection of such petition on the grounds mentioned in Order VII Rule 11 of the CPC. Further, on a close reading of Order VII Rule 11 of the CPC, it is apparent that what is envisaged therein is rejection of plaint in a suit and not a petition/application in a suit. It is based on sound public policy to remove the suits which are on the face of it not maintainable and no useful purpose would be served by entertaining them and keeping them pending and conducting trial. The same yardstick can not be applied to an application filed under Section 9 of the Act. Further, Order VII Rule 11 is not one of the provisions mentioned in Rule 12 of the 2000 Rules."*

26. In **Plaza Garments (Supra)**, the Delhi High Court has held that by no stretch of imagination, the application under Section 9 of the Act of 1996 can be placed at the pedestal of a suit or even substantive proceedings and as such the provisions of Order VII Rule 11 CPC are not at all applicable.

27. Similarly, in the case of **M/s. Uma Shankar Stake Rice Industry (supra),** Telangana High Court has held as under:

> *"**11.** In the light of the stand taken by the respective parties, the question which has to be first decided is whether an application under Order VII Rule 11 of Civil Procedure Code, 1908 is maintainable seeking rejection of application under Section 9 of the Act.*
>
> ***12.** We are of the considered opinion that the provisions of Order VII Rule 11 pertain only to suits where plaints are filed and the said provision permits a plaint to be rejected if it does not disclose a cause of action or where relief claimed is not properly valued or if the suit is barred by any law or if the plaint is insufficiently stamped.*
>
> ***13.** By no stretch of imagination, in our opinion, an application filed under Section 9 of the Act can be equated to a suit particularly when such application is filed only for seeking interim measures and it is not a proceeding which is substantive in nature like a suit.*

> ***14.*** *We are fortified in our view by the decision of the Delhi High Court in* ***Plaza Garments vs. Textile Apparels***[1]*.*
>
> ***15.*** *Therefore, the provisions of Order VII Rule 11 of Civil Procedure Code, 1908 could not have been applied by the Court below."*

28. This Court is in complete agreement with the above judgments and also of the considered opinion that an application under Section 9 of the Act of 1996 cannot, by any stretch, be equated with a plaint or a suit. Such an application is confined to seeking interim measures in aid of the arbitral process and does not involve adjudication of substantive rights in the manner of a civil suit. Therefore, in the absence of any statutory provision making Order VII Rule 11 CPC applicable to proceedings under Section 9 of the Act of 1996, the said provision cannot be invoked for seeking rejection of an application filed thereunder at preliminary stage.

29. As regards the judgment relied upon by the petitioner in the case of **Amrit Lal Madan & Anr. (supra)**, this Court finds that the nature of the objection raised was with regard to lack of territorial jurisdiction in view of the recital in the agreement with regard to seat of arbitration, which is apparently an altogether different issue, hence, in the facts and circumstances mentioned in the present case, the above judgment does not advance the cause of the petitioner.

30. There can be no quarrel with the general proposition laid down by the Hon'ble Supreme Court in the case of **Duro Felguera, S.A. (supra)**, or other judgments relied by the petitioner, which followed the aforesaid judgment, however, as to whether the said preposition has application in the application under section 9 of the Act of 1999 in the present matter pending before the Commercial Court, depends upon the fundamental question as to whether the

different agreements are sufficiently interlinked or not, and the same depends upon the terms of the agreements, the intention of the parties and the nature of their contractual and transactional relationship. Therefore, the aforesaid objection raised by the petitioner is beyond scope of scrutiny at the preliminary stage for persuading the Court below to arrive at the conclusion that the application under Section 9 of the Act of 1996 in the present case must be rejected at the threshold. The application of that principle to the two agreements in question would necessarily require the Commercial Court to examine the agreements themselves, the arbitration clauses contained therein, the nature and scope of the disputes, the relationship between the contractual obligations and, more importantly, the nature of interim protection claimed by the respondent. Thus, the petitioner's objection may ultimately have substance or otherwise; but that is a matter which the Commercial Court is required to determine while considering the application under Section 9 of the Act of 1996.

31. There is another significant aspect of the matter. The Commercial Court has not rejected the objection of the petitioner on merits, nor has prevented the petitioner from raising the aforesaid objection at appropriate stage. On the contrary, while dismissing the application under Order VII Rule 11 CPC, the Commercial Court has expressly observed that the objection regarding maintainability of the composite application under Section 9 of the Act of 1996 shall be considered on merits at the time of final decision of that application. Thus, the substantive objection raised by the petitioner remains alive and available for adjudication.

32. In such circumstances, the grievance of the petitioner substantially relates to the stage and manner in which its objection is

to be considered, rather than to denial of consideration of the objection itself. The Commercial Court has chosen not to bifurcate the proceedings under Section 9 of the Act of 1996 by first deciding one aspect of maintainability under Order VII Rule 11 and thereafter, proceeding to examine the application on merits. Such an approach, particularly in proceedings intended to secure interim protection in aid of arbitration, cannot be said to be contrary to law.

33. The submission of the petitioner that its objection ought necessarily to have been decided first under Order VII Rule 11 CPC also cannot be accepted for another reason. The question whether two agreements are wholly independent or are interrelated is not necessarily capable of determination merely by looking at the title of the agreements or the fact that they contain separate arbitration clauses. The contractual scheme, nature of obligations, interdependence, subject matter and the interim relief sought may all become relevant. Consequently, it would be inappropriate at this stage for this Court, in exercise of supervisory jurisdiction under Article 227 of the Constitution of India, to record a final finding on that controversy when the competent Court has consciously kept it open.

34. This Court is conscious that the supervisory jurisdiction under Article 227 of the Constitution of India is intended to keep subordinate Courts within the bounds of their jurisdiction and not to substitute the view of the High Court for every procedural decision taken in the course of pending proceedings. Unless the impugned order discloses patent lack of jurisdiction, manifest perversity, failure to exercise jurisdiction vested in the Court or an error of such nature as would result in grave injustice, interference is not warranted. In the present case, petitioner has utterly failed to establish any of the

aforesaid ground so as to persuade this Court to exercise its supervisory jurisdiction.

35. Needless to highlight here that the Commercial Court has expressly preserved the petitioner's substantive objection for consideration at the time of final adjudication. The impugned order, therefore, neither extinguishes the petitioner's defence nor adjudicates the maintainability objection against it on merits. Hence, the apprehension that the petitioner would be deprived of its objection is baseless and unfounded. The Commercial Court shall consider the said objection in accordance with law while deciding the application under Section 9 of the Act of 1996, uninfluenced by the dismissal of the application under Order VII Rule 11 CPC. Consequently, this Court finds no jurisdictional infirmity in impugned order dated 08.09.2026 passed by the Commercial Court and, hence, warrants no interference under Article 227 of the Constitution of India.

36. It is, however, made clear that the observations contained herein are confined to the question whether the Commercial Court was justified in declining to reject the application under Section 9 of the Act of 1996 while considering application under Order VII Rule 11 CPC at the present stage. No opinion is expressed on the merits of the petitioner's objection that the two agreements are independent and that a composite application under Section 9 of the Act of 1996 is consequently not maintainable. The said objection shall remain open and shall be considered by the learned Commercial Court on its own merits, in accordance with law, while deciding the application under Section 9 of the Act of 1996.

S.B. Civil Writ Petition no. 18418/2026

37. By way of filing this writ petition, the petitioner, M/s Lahoty Buildcom Ltd. has prayed for a direction that the learned Commercial Court be directed to hear and decide pending Arbitration Application No. 58/2026 (CIS No. 20/2026) expeditiously.

38. Since the application under Section 9 of the Act of 1996 concerns interim measures, this Court deems it appropriate to dispose of this writ petition directing the learned Commercial Court to consider and decide the same expeditiously and preferably within a period of 4 months from the date of receipt of copy of this judgment, without being influenced by any observation made herein on the merits of the underlying dispute.

39. In view of above observations, S.B. Civil Writ Petition No. 19263/2026 is hereby dismissed, however, with the observations made hereinabove and S.B. Civil Writ Petition No. 18418/2026 is disposed of with above directions.

40. Pending applications, if any, shall also stand disposed of.

41. Office is directed to place a copy of this judgment on record of Writ Petition No. 18418/2026.

(ANAND SHARMA),J

MANOJ NARWANI/259 & 261.