ITEM NO.22 COURT NO.13 SECTION IX

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s). 35170/2026

[Arising out of impugned judgment and order dated 22-09-2026 in CAA(L) No. 1634/2026 passed by the High Court of Judicature at Bombay]

LIBERTY INVESTMENTS PVT LTD Petitioner(s)

VERSUS

SUNFIELD GLOBAL PTE LIMITED Respondent(s)

IA No. 306224/2026 - EXEMPTION FROM FILING C/C OF I/JUDGMENT, IA No. 306222/2026 - PERMISSION TO FILE ADDL.DOCUMENTS/FACTS/ANNEXURES

Date : 07-10-2026 This matter was called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE K.V. VISWANATHAN
HON'BLE MR. JUSTICE ARUN PALLI

For Petitioner(s) Mr. Shyam Divan, Sr. Adv.
Mr. Jay Zaveri, Adv.
Mr. Harsh Moorjani, Adv.
Mr. Himanshu Satija, Adv.
Ms. Neha Mehta Satija, AOR
Mr./Ms. Kshamaya Daniel, Adv.
Mr. Pulkit Khanduja, Adv.
Mr. Suyash Shrivastava, Adv.
Mr. Suraj Agarwal, Adv.
Mr. Ujjwal Batra, Adv.
Mr. Shivjee Yadav, Adv.
Mr. Virender Kumar Pandey, Adv.

For Respondent(s) Mr. Mukul Rohatgi, Sr. Adv.
Mr. Parag P. Tripathi, Sr. Adv.
Mr. Neeraj Chaudhuri, Sr. Adv.
Mr. Atul Shanker Mathur, Adv.
Mr. Vivek Singh, Adv.
Ms. Priya Singh, Adv.
Mr. Sarvapriya Makkar, Adv.
Ms. Muskan Narang, Adv.
Mr. Aparajito Sen, Adv.
Ms. Vibha Narang, Adv.
Ms. Maansi, Adv.
M/s Khaitan & Co., AOR

UPON hearing the counsel the Court made the following

O R D E R

1. The present petition calls in question the correctness of the judgment/order dated 22-09-2026 in CAA(L) No. 1634/2026 passed by the Division Bench of the High Court of Judicature at Bombay. By the said judgment/order, the Division Bench of the High Court made the following operative order:-

> *"28) In our view the Appeal deserves to be allowed and the impugned judgment deserves to be set aside.*
>
> *a) Accordingly, the Appeal is allowed in terms of prayer clause (a).*
>
> *b) The Respondent is directed to either furnish a bank guarantee issued by a Nationalized Bank or a Scheduled Commercial Bank for the Appellant's claim of USD 66,92,500 along with interest and costs or its INR equivalent to the satisfaction of the Prothonotary and Senior Master of this Court, within a period of 2 weeks from the date of this order;*
>
> *c) Until the compliance of clause (a) above, or if unable to comply with the above directions the Respondent is restrained from the alienating or creating third party rights, title or interest with respect to the subject property mentioned in prayer clause (d) till completion of the arbitration proceed*ings."

2. The appeal before the Division Bench itself arose because of a challenge thrown by the respondent herein to the correctness of the judgment/order of the learned Single Judge dated 08.01.2026 dismissing the petition/application under

Section 9 read with Section 9(3) of the Arbitration and Concliation Act, 1996 (for short, 'A&C Act') seeking injunctive relief against the petitioner. The learned Single Judge of the High Court dismissed the petition/application as not maintainable since the learned Single Judge found that the Arbitral Tribunal under the contract between the parties already stood constituted on 17.11.2025.

3. We have heard Mr. Shyam Divan, learned Senior Counsel for the petitioner, Mr. Mukul Rohatgi, learned Senior Counsel and Mr. Parag P. Tripathi, learned Senior Counsel, both appearing on caveat for the respondent.

4. Mr. Shyam Divan, learned Senior Counsel for the petitioner submits that first of all, the learned Single Judge having dismissed the petition on the ground of maintainability, if at all the Division Bench was inclined to hold that the petition under Section 9 read with Section 9(3) of the A&C Act was maintainable, the Division Bench ought to have remitted that matter for the learned Single Judge for consideration on merits, instead of itself going on to hear the petition on merits. Secondly, learned Senior Counsel contended drawing attention to the constitution of Arbitral Tribunal on 17.11.2025, the minutes of the Tribunal under the Federation of Oils, Seeds and Fats Association Rules, 2025 (the FOSFA Rules dated 31.03.2026), the mail dated 03.09.2026 and the further mail dated 11.09.2026 to contend that the Tribunal was in the thick of its hearings and in the proceedings before the Tribunal, a claim, *inter alia,* for set

off, set up by the petitioner herein had also been noticed.

5. Learned Senior Counsel for the petitioner contends that the Division Bench was in error in holding that the remedy before the FOSFA Tribunal was not efficacious. Drawing attention to Rule 4 of the FOSFA Rules read with Section 38 of the English Arbitration Act 1996, learned Senior Counsel contends that under Section 38(4), the reliefs that have been granted by the impugned order are capable of being granted by the Tribunal.

6. Section 38 of the English Arbitration reads as under:-

"38. General powers exercisable by the tribunal

(1) The parties are free to agree on the powers exercisable by the arbitral tribunal for the purposes of and in relation to the proceedings.

(2) Unless otherwise agreed by the parties the tribunal has the following powers. (3) The tribunal may order a claimant to provide security for the costs of the arbitration.

This power shall not be exercised on the ground that the claimant is-

a) an individual ordinarily resident outside the United Kingdom, or

(b) a corporation or association incorporated or formed under the law of a country outside the United Kingdom, or whose central management and control is exercised outside the United Kingdom.

(4) The tribunal may give directions in relation to any property which is the subject of the proceedings or as to which any question arises in the proceedings, and which is owned by or is in the possession of a party to the proceedings-

(a) for the inspection, photographing, preservation,

custody or detention of the property by the tribunal, an expert or a party, or

(b) ordering that samples be taken from, or any observation be made of or experiment conducted upon, the property.

(5) The tribunal may direct that a party or witness shall be examined on oath or affirmation, and may for that purpose administer any necessary oath or take any necessary affirmation.

(6) The tribunal may give directions to a party for the preservation for the purposes of the proceedings of any evidence in his custody or control."

7. Rule 4 of the FOSFA Rules reads as under:-

"PROCEDURE FOR ARBITRATIONS

All submissions, interlocutory applications and related correspondence referred to under this Rule shall be dispatched within any of the specified time limits one copy to each of the appointed arbitrators; one copy to the other party; one copy to the Federation."

8. Mr. Mukul Rohatgi, learned Senior Counsel for the respondent in response submitted that this is a case where this Court should not exercise its jurisdiction under Article 136 of the Constitution of India. Learned Senior Counsel contends that the petitioner had consented to the liability. In support of that learned Senior Counsel drew attention to a document titled "total debt owed to Sunfield Global PTE Limited from Liberty Investments Pvt.Ltd., details as on 03.10.2025", which according to Mr. Mukul Rohatgi, learned Senior Counsel and Mr. Parag P. Tripathi learned Senior

Counsel is signed by the representatives of the contesting parties.

9. Drawing particular attention to paragraph 'L' thereof, learned Senior Counsels for the respondent contended that there was a categoric admission with regard to the amounts in dispute. Learned Senior Counsel contended that Section 38 of the English Arbitration Act does not contemplate reliefs that are capable of being granted by petition under Section 9 of A&C Act and learned Senior Counsels drawing attention to the finding of the High Court in the impugned order submitted that the remedy before the Tribunal would not be efficacious. Learned Senior Counsels contended that properties are situated in India and an order of injunction by the Tribunal is in-capable of enforcement.

10. In response, learned Senior Counsel for the petitioner contends that there was no categoric admission of the liability. Learned Senior Counsel contends that this document was executed when without prejudice, negotiations were going on in Singapore and when the representative of the petitioner herein had travelled to Singapore. Learned Senior Counsel drawing attention to other correspondence and mails exchanged between the Tribunal and the parties submitted that there is a legitimate claim of *inter-alia* set off available to the petitioner and as such there was no categoric admission of liability.

11. Having heard the learned counsel for the parties at great length and considering the nature of the matter, we are of the

opinion that the Arbitral Tribunal having been constituted under the FOSFA Rules, we should allow the final call on the interim relief to be taken by the Arbitral Tribunal.

12. Times without number, this Court and several High Courts have on the constitution of the Arbitral Tribunal, even allowed orders made under Section 9, to be subject to further orders that the Tribunal may make under Section 17.

13. Keeping the same principle in mind, we are of the opinion that in view of the fact that the Arbitral Tribunal is already in the middle of a hearing and having proceeded deep into the hearing, the Arbitral Tribunal will be the best judge of any interim relief that may be have to be fashioned. We are also of the opinion that the Arbitral Tribunal with all the documents before it will be able to appreciate whether there was any admission of liability; whether there is any claim *inter-alia* for set off and whether that claim has *prima facie* merit and also as to whether there is any case made out for grant of injunctive relief.

14. The present injunction as per the impugned order has operated from 22.09.2026. Since we are relegating parties to the Arbitral Tribunal, we record the following operative directions:-

> ***1. The respondent herein, if so advised, will move an appropriate application for interim relief before the Arbitral Tribunal on or before 16.10.2026;***
>
> ***2. On such application being moved, we request the Arbitral Tribunal to provide an opportunity to the petitioner to furnish its re*ply.**

15. The impugned order and the injunctive relief given thereon will operate till 20.11.2026.

16. It is up to the respondent herein to move the Arbitral Tribunal and obtain suitable orders before the said date.

17. We further direct that in the event of the Arbitral Tribunal holding that it has no jurisdiction to pass the injunctive relief, the impugned order will operate and consequently, the petitioner will have rights to pursue this Special Leave Petition on merits.

18. We make it clear that we have not entered upon the merits of the matter at this stage.

19. We further make it clear that the observations made by the Division Bench of the High Court, so far as the merits of the matter are concerned, are only for the purpose of deciding the Section 9 petition and that any further decision by the Arbitral Tribunal would obviously be uninfluenced by the said observations.

20. All contentions are left open for both the parties.

21. Both parties are *ad-idem* that the Arbitral Tribunal has jurisdiction to entertain relief which are sought in the present application/petition, especially the relief with regard to the securing the amount in dispute.

22. List on 18th November, 2026 for directions.

(NIRMALA NEGI)
ASTT. REGISTRAR-cum-PS

(NIKITA SINGH)
COURT MASTER (NSH)