

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

COMMERCIAL ARBITRATION PETITION NO. 685 OF 2025

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Dimple Enterprises

... Petitioner

Vs.

Wework India Management Ltd.

... Respondent

Mr. Karl Tamboly, Counsel a/w. *Bhavin Shah, Ms. Sneha Jaisingh, Mr. Akshay Ayush and Ms. Neeraja Barve i/b Bharucha and Partners, for Petitioner.*

Mr. J.P. Sen, Senior Advocate a/w. *Kunal Vaishnav, Ankit Virmani, Archit Virmani Daneel Pancras and Deepesh Ramrakhiani, for Respondent.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : September 18, 2025

Order :

1. By this court's judgement dated July 25, 2025, uploaded on August 12, 2025, the Learned Arbitral Tribunal's order dated October 06, 2020, deciding that the Learned Arbitral Tribunal lacked jurisdiction to consider disputes and differences between the parties on account of the underlying agreement being a lease agreement, came to be set aside on the basis of currently declared law – in particular, the Supreme Court judgement **Vidya Drolia**¹.

1 Vidya Drolia v. Durga Trading Corporation, (2021) 2 SCC 1

2. This Petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (“*the Act*”) on the premise that the Respondent has filed a draft red herring prospectus to effect an initial public offering to list the Respondent’s shares with its main promoter intending to exit its ownership of the Respondent. This is contended to pose a risk to the Petitioner, with the security deposit having been eroded by the appropriation of a significant component of it for the non-payment by the Respondent, ostensibly claiming *force majeure* circumstances.

3. Learned Senior Counsel for the Respondent has submitted that the Respondent has made no default at all in the matter in the last five years; monthly payments have been made; the only dispute was about the period during Covid-19 where the Respondent claimed *force majeure*; and there is no cause for apprehension that the Respondent would not continue to comply with its obligations under the Lease Deed. The upshot of this submission is that according to him, apart from the legal question which has been answered in the judgement dated July 25, 2025, there is no factual cause for concern warranting an intervention under Section 9.

4. It is important to note Paragraph 54 of my earlier judgement, which read as under :

“54. Likewise, the amounts deposited in this Court by WeWork shall be released only after a period of six weeks from today and that too after the Learned Arbitral Tribunal has had occasion to consider if any variation, enhancement, substitution or counter-protection is necessary. It shall be open to the Learned Arbitral Tribunal to direct that the amounts shall remain in Court to abide by the outcome in the arbitration proceedings. Nothing in this arrangement would preclude the parties from making applications before the Learned Arbitral Tribunal and for the Learned Arbitral Tribunal in its wisdom taking a view on the merits of the case to direct such interlocutory arrangements as thought fit by the Learned Arbitral Tribunal.

5. The period of six weeks from the upload of the order expires on September 23, 2025, and therefore, the amounts deposited in this Court would be released only after that date and after the Learned Arbitral Tribunal has had occasion to consider an appropriate interlocutory relief.

6. Considering that the Learned Arbitral Tribunal would be able to consider the matter in just about a week from today, the Learned Arbitrator is requested to convene on ***September 24, 2025*** to issue appropriate directions to the parties, treating this Petition filed under Section 9, as an application under Section 17 of the Act and to issue further directions for the parties. This Petition is ***finally disposed of***, leaving the Learned Arbitral Tribunal to consider it as an application under Section 17 of the Act.

7. This Court is informed that the Respondent has filed an appeal challenging the judgement dated July 25, 2025, and that is still under defects. In fact, that is an avenue completely available to the Respondent and does not warrant any further comment from this Court, with no implication for the Learned Arbitral Tribunal to consider interlocutory relief.

8. Should, for any reason, the arbitrator not be in a position to take up the matter after September 23, 2025, liberty is granted to revive this Petition.

9. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]