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IN THE HIGH COURT OF BOMBAY AT GOA
ARBITRATION APPLICATION NO.1 OF 2026

SOURCE IT OUT KPO SERVICES PVT.
LTD., REP. BY ITS DIRECTOR, ADITYA
VARMA

... APPLICANT

Versus

SYMBIO ENERGY LTD., THR. ITS
DIRECTORS

... RESPONDENT

Mr Nigel Costa Frias and Mr K. Panchal, Advocates for the Applicant.
Mr Parikshit Sawant, Advocate for the Respondent.

CORAM:- VALMIKI MENEZES, J.

DATED :- 23rd January, 2026

P.C.

When an application under Section 9 of the Arbitration and Conciliation Act, 1996 ("the Act" for short) was filed on 2.11.2020, this Court, by an order dated 7.11.2020, rejected the ad-interim relief sought by the Applicant in terms of prayer clauses (a) and (b), which essentially sought enforcement of a non-compete clause contained in the agreement.

2. Clauses 22.1 and 22.2 of the agreement dated 17.5.2019 provide for the appointment of an Arbitrator in the event of any disputes between the Applicant and Respondent No.1, for whom the Applicant was engaged in providing staff online. Enforcement of the non-compete clause is, in effect, sought against the staff engaged for providing services to Respondent No.1.

3. Though the matter has been pending since the year 2020, the Applicant has, till date, neither sought to raise any dispute by issuing a notice under Section 16 of the Act nor made any attempt to invoke the arbitration clause in terms of Section 11 of the Act. It is further submitted by the learned counsel for the Applicant that the Applicant no longer operates its Goa unit.

4. Under sub-section (2) of Section 9 of the Act, any interim measure granted by the Court shall remain in operation only until the commencement of Arbitral proceedings. The said sub-section further provides that where an interim order is passed, the Arbitral proceedings must be commenced within the time stipulated therein.

5. Section 17 of the Act provides for the continuation of interim measures, after the commencement of Arbitral proceedings, at the behest of the Arbitral Tribunal. A conjoint reading of sub-section (2) of Section 9 and Section 11 of the Act makes it clear that even if an interim measure is granted, it can operate only for a period of 90 days, within which Arbitral proceedings are required to be commenced.

6. In the present case, the Applicant has neither invoked the arbitration clause by issuing a notice under Section 16 of the Act nor taken any steps for the appointment of an Arbitrator. In this factual position, even if interim measures had been granted, the same could not have operated beyond 90 days, provided the Applicant had initiated steps for the appointment of an Arbitrator. There is, therefore, no reason to keep the present application pending.

7. Considering all these facts, the application is accordingly disposed

of. No costs.

VALMIKI MENEZES, J.