

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

COMMERCIAL ARBITRATION PETITION NO.884 OF 2025

Asianet Satellite Communications Limited	Petitioner
V/S	
Naaptol Online Shopping Private Limited	Respondent

Mr. Karl Tamboly (through video conferencing) with Mr. Pradeep Bakhru, Mr. Kaizad Dalal & Ms. Sreejeta Datta i/b M/s. Wadia Ghandy & Co. *for the Petitioner.*

Mr. Zal Andhyarujina, Senior Advocate with Ms. Akanksha Agrawal, Mr. Sameer Bindra and Ms. Vasundhara Singh i/b M/s. Khaitan & Co. *for the Respondent.*

CORAM : SANDEEP V. MARNE, J.
DATE : 17 JANUARY 2026.

JUDGMENT:

1. This is a post-award Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking interim measures to direct Respondent to deposit the awarded amount or in the alternative, to secure the same by means of bank guarantee or any other security. Petitioner has also prayed for an order for attachment of Respondent's assets for satisfying the Award passed and for appointment of Court Receiver in respect of such assets. The Petitioner has also prayed for restraint order against Respondent from selling, transferring, alienating, encumbering or creating third party rights in respect of its assets as well as an order for disclosure thereof.

2. The Arbitral Tribunal comprising of the learned sole Arbitrator has made award dated 5 May 2025 directing Respondent to pay to the Petitioner sum of Rs.19,04,43,316/- together with interest on the principal amount of Rs.14,07,84,840/- at 18% per annum from 1 March 2020 till the date of award. Post-award interest is also granted under Section 31(7)(b) of the Arbitration Act. The Tribunal has also awarded costs of Rs 25,00,000/- in favor of the Petitioner.

3. Aggrieved by the arbitral Award, Respondent has filed Commercial Arbitration Petition (L) No.24333 of 2025 under Section 34 of the Arbitration Act. Respondent has also filed Interim Application (L) No.24555 of 2025 seeking stay on execution of the Arbitral Award. Few days thereafter, Petitioner has filed the present Petition under Section 9 of the Arbitration Act seeking interim measures pending enforcement of the Award.

4. Both the Petitions came up before this Court on 8 October 2025, when this Court passed the following order:

1. Commercial Arbitration Petition (L) No.24333 of 2025 is a Petition under Section 34 of the Arbitration and Conciliation Act, 1996 ("the Act"). Interim Application (L) No.24555 of 2025 therein seeks a stay on the execution of the impugned award. Commercial Arbitration Petition (L) No.26705 of 2025 is a Section 9 Petition filed by the judgement creditor after passing of the impugned award.

2. Having heard the parties, the core issue that falls for consideration is whether agreement containing the arbitration clause was terminable or contained a lock-in provision as interpreted by the Learned Arbitral Tribunal. It is the case of the Judgement Debtor that the contract should not be considered to one entailing a fixed and assured payment and the Learned Arbitral Tribunal ought to have assessed damages rather than treating the contract as one entailing a fixed payment.

3. Having heard the Learned Counsel for the parties and taking into account the fact that the execution proceedings have not been filed as yet, subject to deposit of the principal amount awarded, namely, Rs.14.08 Crores with the Registry of this Court as per the schedule below, execution of the Impugned Award shall remain stayed:

i) 50% of the aforesaid amount shall be deposited within a period of four weeks from the date of upload of this order;

ii) the balance 50% shall be deposited within a period of eight weeks thereafter.

4. List under the caption for “Case Management Hearing” on November 17, 2025.

5. 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.

5. Respondent has deposited in this Court the entire principal amount of Rs.14,07,84,840/- in pursuance of order dated 8 October 2025. Accordingly, enforcement of the Arbitral Award has been stayed by virtue of order dated 8 October 2025.

6. Today, both Petitions filed under Section 9 of the Arbitration Act as well as the one filed under Section 34 of the Arbitration Act are listed before me. However, Commercial Arbitration Petition (L) No.24333 of 2025 does not pertain to the assignment of this Court and therefore cannot be taken up. Commercial Arbitration Petition No.884 of 2025 filed under Section 9 of the Arbitration Act (present Petition) pertains to the assignment of this Court, which is taken up for hearing.

7. Mr. Tamboly, the learned counsel appearing for Petitioner submits that making of interim measures during pendency of enforcement of Arbitral Award are warranted in the facts of the present case for the purpose of preservation of the awarded amount in favour of the Petitioner. He would submit that deposit of principal amount of Rs.14,07,84,840/- by the Respondent in pursuance of the order dated 8 October 2025 cannot be a reason for not directing Respondent to deposit the further awarded amount, which includes pre-award and post-award interest. That the Tribunal has awarded total sum of Rs.19,04,43,316/-, whereas what is deposited so far by the Respondent is only Rs.14,07,84,840/-. That Respondent must also deposit further amount towards post-award interest. He would submit that

therefore Petitioner is entitled to press the present Petition under Section 9 of the Arbitration Act even though the Award is stayed on deposit of the principal awarded amount.

8. Mr. Tamboly would further submit that execution of the Award has been stayed by this Court by order dated 8 October 2025 and that therefore the Award is no longer enforceable. That it is settled position of law that award-creditor can successfully maintain application under Section 9 of the Arbitration Act before the award becomes enforceable. He submits that Petitioner cannot execute the award under Order XXI of Code of Civil Procedure, 1908 (**Code**) in the light of order passed by this Court on 8 October 2025, and therefore it is entitled to press the present Petition for further interim measures to secure balance amount payable thereunder. He would therefore submit that the principle of non-maintainability of Petition under Section 9 of the Arbitration Act after the award becoming enforceable cannot be attracted in the facts of the present case.

9. Mr. Tamboly would also submit that the present Petition needs to be tagged with Commercial Arbitration Petition (L) No.24333 of 2025 for analogous hearing. He would submit that even if the present Petition is taken up for independent decision, direction for deposit of balance awarded amount together with post-award interest is warranted as Petitioner has no other remedy to secure the said amount. That stay on execution of the award disentitles the Petitioner from enforcing the same. That as of now, only principal amount of Rs.14,07,84,840/- has been deposited in this Court by passing of mere *ad interim* order in both the Petitions. That Respondent cannot secure a stay to the award and then oppose maintainability of Application under Section 9 of the Arbitration Act. He would therefore pray for making the Petition absolute in terms of the prayers made therein.

10. The Petition is opposed by Mr. Andhyarujina, the learned Senior Advocate appearing for the Respondent, who questions maintainability of the Petition. He submits that the Award has become enforceable under Section 36 of Arbitration Act and that therefore the Petition under Section 9 of the Act is no longer maintainable. He relies on judgment of this Court in ***Centrient Pharmaceuticals India Pvt. Ltd. vs Hindustan Antibiotics Ltd.***¹ in support of his contention that Petition under Section 9 of the Arbitration Act is not maintainable once the Award becomes enforceable. Alternatively, Mr. Andhyarujina would submit that present Petition has otherwise worked itself out on account of passing of order dated 8 October 2025 by this Court. That the issue of deposit of awarded amount has already been decided in Petition under Section 34 of the Arbitration Act filed by the Respondent and the arbitral award is stayed subject to deposit of only the principal awarded amount. That therefore no further interim measures can be sought by the Petitioner in the present Petition. He would accordingly pray for dismissal of the Petition.

11. The issue that arises for consideration in the present Petition is whether the remedy of interim measures under Section 9 of the Arbitration Act is available to an award-creditor once Petition under Section 34 of the Arbitration Act is entertained by this Court and the award is stayed.

12. The issue arises in light of the peculiar facts of the case, where Petitioner and Respondent have almost contemporaneously filed proceedings under Sections 9 and 34 of the Arbitration Act in relation to the Award dated 5 May 2025. The operative directions in the Award read thus:

(a) The Respondent shall pay the Claimant a sum of Rs.19,04,43,316 together with interest on the sum of Rs.14,07,84,840 at 18 percent per annum from 01 March, 2020 till the date of the award and thereafter at the rate stipulated in and in accordance with section 31(7)(b) of the Arbitration and Conciliation Act, 1996.

(b) The Respondent shall pay the Claimant a sum of Rs.25,00,000/- towards costs of the proceedings.

1 2019 SCC OnLine Bom 1614

(c) There shall be an award in favour of the Claimant directing the Respondent to pay the Claimant the entire stamp duty paid by the Claimant on the award upon production of proof of payment.

(d) In the event of the Respondent failing to pay the amount in (c) above within eight weeks of the receipt of the proof of payment, the Respondent shall pay the Claimant interest thereon at the rate stipulated in and in accordance with section 31(7)(b) of the Arbitration and Conciliation Act, 1996.

13. Respondent, who is the award-debtor, first filed Petition under Section 34 of the Arbitration Act, being Commercial Arbitration Petition (L) No.24333 of 2025 on 4 August 2025, seeking invalidation of the Award. Few days thereafter on 22 August 2025, Petitioner filed Commercial Arbitration Petition No.884 of 2025 under Section 9 of the Arbitration Act seeking following prayers:

- a. That pending the enforcement of the Award, this Hon'ble Court be pleased to pass an order directing the Respondent to deposit with this Hon'ble Court the Awarded Amount;
- b. In the alternative to prayer (a) above, pending the enforcement of the Award, this Hon'ble Court be pleased to pass an order directing the Respondent to secure the Awarded Amount, by furnishing a bank guarantee or such other security on such terms as may be deemed appropriate by this Hon'ble Court;
- c. That pending the enforcement of the Award, this Hon'ble Court be pleased to pass an order of attachment, attaching all of the Respondent's assets, immovable and moveable, tangible and intangible, or such portion thereof as may be sufficient to satisfy the Award passed in the arbitral proceedings;
- d. That pending the enforcement of the Award, this Hon'ble Court be pleased to appoint the Court Receiver, High Court Bombay or any other fit or proper person as the receiver of the Respondent's assets, immovable and moveable, tangible and intangible with all powers under Order XL Rule 1 of the Code of Civil Procedure 1908;
- e. That pending the enforcement of the Award, this Hon'ble Court be pleased to pass an order and injunction restraining the Respondent from in any manner selling and/or transferring and/or alienating and/or encumbering and/or parting with and/or disposing of and/or creating any third-party rights in respect of all its immovable and moveable, tangible and intangible assets;
- f. That pending the enforcement of the Award, this Hon'ble Court be pleased to pass an order directing the Respondent to disclose on oath, details of all

its assets, immovable and moveable, tangible and intangible and all actions and / or steps undertaken by it in respect of such assets, along with the particulars and locations thereof, and furnish copies of any such documents;

g. for ad interim reliefs in terms of prayer clauses (a) to (f);

h. costs of this Petition; and

i. for such further and other reliefs as the nature and circumstances of the case may require;

14. The Award is made on 5 May 2025, and the same became enforceable under Section 36(1) of the Arbitration Act on expiry of period of 90 days on or about 5 August 2025. However, Respondent has challenged the Award within the limitation period prescribed under Section 34(3) of the Arbitration Act.

15. As on 22 August 2025 when the present Petition under Section 9 of the Arbitration Act was filed, the Award had become enforceable. In support of his contention that Section 9 Petition is not maintainable once the award becomes enforceable, Mr. Andhyarujina has relied on judgment of Single Judge of this Court in ***Centrient Pharmaceuticals*** (supra). The issue before the Court is captured in the first paragraph of the judgment as under:

A short question which arises for consideration in these proceedings is as to whether prayers for interim measures under Section 9 of the Arbitration and Conciliation Act, 1996 (for short, "the Act") are available to an award creditor, during the pendency of the Section 34 proceedings and in a situation that the award has become enforceable.

16. The issue has been answered in ***Centrient Pharmaceuticals*** (supra) in paragraphs 27 to 33 as under:

27. Thus, from a cumulative reading of the amended provisions of Section 9 and Section 36, it is quite clear that the jurisdiction of the Court can be called upon to be exercised under Section 9 of the Act by an award creditor, only in the circumstances sub-section (1) of Section 9 would postulate. In the present case on the filing of the application under Section 34 of the Act challenging the arbitral award, there was no stay to the execution of the award. HAL was in fact pursuing the execution proceedings. Thus the obvious consequence was that once the award had become enforceable the only remedy available to the award creditor was to

execute the award and a recourse to Section 9 of the Act was not available. This is clearly derived from a plain reading of section 36 of the Act as it stands after the amendment, when it clearly provides that there would not be an automatic stay to the award on mere filing of section 34 proceedings. A party seeking a stay of the award would be required to file a separate application as provided under sub-section (2) of section 36. Such application would fall for adjudication of the Court and the Court in the facts of the case would exercise its jurisdiction to stay the operation of the award for the reasons to be recorded in writing and subject to such terms and conditions as it may think appropriate. Further the proviso to sub-section (3) would stipulate that the Court would be required to take into consideration the rules/principles under the provisions of the Code of Civil Procedure when an applicant is seeking stay on the money award namely the provisions of Order 41 Rule 1 of the CPC.

28. The jurisdiction under Section 9 and Section 36(2) in my opinion is quite compartmentalized and there cannot be any intermixing of the jurisdiction(s) when the Court is considering either Section 9 application or Section 36(2) application. In other words the provisions of Section 9 cannot take away as to what Section 36(1) would provide qua the enforcement of the award, when it comes to exercise of jurisdiction by the Court post award.

29. As to whether it would be appropriate for a Court to pass interim orders under Section 9 after award has become enforceable was subject matter of consideration in the decisions as referred by Mr. Puri. In the present context, Mr. Puri has rightly relied on the decision of the Single Judge of this Court in *Delta Construction Systems Ltd., Hyderabad v. Narmada Cement Company Ltd., Mumbai* (supra) wherein the Court has held that the power under Section 9 in all its force must be available to the extent applicable till the Award becomes enforceable and after the Award had become enforceable, the provisions of Order 21 of the Civil Procedure Code would become applicable, as the Award becomes a decree and can be executed as a decree. The Court in paragraph 11 observed thus:—

“11. We then come to the second contention as to whether after the Award has been passed, the power of this court to grant interim relief insofar as Section 9 is concerned is limited. That the Court has power to grant interim relief under Section 9 before the Award becomes enforceable is no longer in issue. See *Sunderam Finance Ltd. v. N.E.P.C. India Ltd.*, The argument is canvassed on behalf of the respondent considering the various expressions used in the various clauses of Section 9 of the Act of 1996. It will be very difficult for the court on first principles to accept that the powers of the court to grant interim relief are wider before an award is passed than that after the passing of an award. On the contrary after the Award is passed, the right of the party to an extent is crystalised. For example, in the case of damages, if earlier it is not debt, after the Award, it becomes crystalised subject to enforcement. All that Section 32 of the Act contemplates is the manner in which proceedings come to an end. It does not mean that when proceedings come to an end there is automatically a decree. The Act itself provides for a challenge under Section 34 or for correction under Section 33. It is only on exhausting these remedies resorted under the Act does the Award become

enforceable or if there is no challenge, then on the expiry of the period for challenging the award considering Section 34. It is in these circumstances and knowing that a party cannot be left without a remedy before the Award is enforced, that the legislature in its wisdom has used the expression “before it is enforced”. **Therefore, the power under Section 9 in all its force must be available to the extent applicable till the Award becomes enforceable. After the Award becomes enforceable the provisions of Order 21 of the Civil Procedure Code are applicable, as the Award becomes a decree and can be executed as a decree”**

30. Mr. Puri would also be right in relying on the decision of learned Single Judge of Delhi High Court in SMJ-RK-SD (JV) v. National Highways Authority of India (supra) wherein the learned Single Judge observed that the provisions of Section 9 cannot be invoked to circumvent the provisions of Section 36 of the Act, although Section 9 of the Act is applicable post-award as well but it is applicable only for the purpose as envisaged under Sub-section (1). The learned Single Judge in paragraph 3 observed thus:—

“3. Section 36 provides that an award is enforceable only after objections filed under Section 34 are dismissed. Asking respondent to pay the amount of award on the strength of bank guarantee to be furnished by petitioner would be contrary to the express provisions of Section 36. **Provisions of Section 9 cannot be invoked to circumvent the provisions of Section 36 of the Act.** No doubt Section 9 of the Act is applicable post-award as well but it is applicable only for the purpose as provided under Section 9 namely for preservation and interim custody of the subject matter of arbitration agreement or for securing amount in dispute in arbitration or preservation or inspection of any property or things or for appointment of a receiver. **The basic and main purpose of Section 9 is to secure by interim measures the subject matter of dispute. Section 9 of the Act is not meant for execution of award during pendency of objections against the award.** I find no force in this petition. The petition is hereby dismissed. No orders as to costs.”

31. I am in respectful agreement with the views taken by the learned Single Judge of this Court in Delta Construction Systems Ltd., Hyderabad v. Narmada Cement Company Ltd., Mumbai (supra) as also the learned Single Judge of Delhi High Court in SMJ-RK-SD (JV) v. National Highways Authority of India (supra).

32. The facts in the present case are peculiar. DSM has taken a clear position that despite amended provisions of Section 36(2) staring at DSM, which would require DSM to file an application seeking stay of the award, DSM has thought it appropriate not to move such an application for stay on the award. **On the other hand, HAL initially although instituted execution proceedings by filing Darkhast No. 2382 of 2015 and after keeping the execution proceedings pending for quite sometime, as noted above, for reasons best known to it, chose to withdraw the execution proceedings on 21 February 2019. On the basis of the execution proceedings being withdrawn, HAL thought it appropriate to pursue section 9 application.** What has emerged from this factual position is that

the award is clearly available to HAL to be executed in the manner as provided under Section 36 of the Act, and the award being clearly enforceable, the provisions of Section 9 of the Act, are not available to HAL.

33. In view of the discussion in the foregoing paragraphs, it is quite clear that remedy of filing an application under Section 9 in such a situation was not available to the HAL to be pursued and to seek a prayer for deposit of the award amount, when the award itself had become enforceable. It is also not the case that HAL cannot re-pursue the execution proceedings in view of the fact that there is no stay to the execution of the award.

(emphasis added)

17. In *Centrient Pharmaceuticals*, this Court has relied upon judgment of another Single Judge of this Court in *Delta Construction Systems Limited, Hyderabad vs. Narmada Cement Company Limited, Mumbai*,² in which it is held that power under Section 9 of the Arbitration Act in all its force must be available to the extent applicable till the award becomes enforceable and that after the award becomes enforceable, provisions of Order XXI of the Code would become applicable since the Award becomes a decree and is executable as a decree. This Court also relied upon judgment of Single Judge of Delhi High Court in *SMJ-RK-SD (JB) vs National Highways Authority of India Limited*,³ in which it is held that provisions of Section 9 of the Arbitration Act cannot be invoked to circumvent the provisions of Section 36 and that Section 9 is not meant for execution of award during pendency of objections to the Award.

18. However, the judgment in *Centrient Pharmaceuticals* is rendered in peculiar facts of the case where the award creditor had filed execution proceedings for enforcement of the award and chose to withdraw the same and instead filed application under Section 9 of the Act seeking deposit of awarded amount. Also, during pendency of objections to the award filed by the award debtor, Section 36 came to be amended requiring the award debtor to seek stay to the award. The award creditor however did not file

² 2002 (1) Mah LJ 684

³ OMP No. 613 of 2008 decided on 7 August 2009

such application and the award remained enforceable. It is in the light of these peculiar facts that this Court held that Section 9 Petition was not maintainable in the light of award becoming enforceable. It is well settled position of law that a judgment is an authority for what it decides and not what can be logically deduced therefrom [*SEE : Commissioner of Customs (Port) vs. Toyota Kirloskar Ltd⁴* and *Secunderabad Club vs. CIT⁵*]. It is also well settled position that a little difference in facts makes a lot of difference in the precedential value of a decision. Circumstantial flexibility, one additional or different fact may make a world of difference between conclusions in two cases [*SEE: Union of India v. Major Bahadur Singh⁶*]. The judgment in *Centrient Pharmaceuticals* therefore cannot be cited in support of an abstract proposition that in no case, a Petition under Section 9 of the Act would be maintainable the moment the award is challenged under Section 34. The issue is therefore left open to be decided in an appropriate case.

19. However, the issue here is slightly different, and this is where Mr. Tamboly seeks to distinguish the judgment of this Court in *Centrient Pharmaceuticals* (supra). According to him, the award is no longer enforceable under Section 36 of the Arbitration Act on account of stay to the award granted by this Court by order dated 8 October 2025. It is therefore submitted on behalf of the Petitioner that Application under Section 9 of the Arbitration Act for interim measures would continue to be maintainable and Petitioner is entitled to seek deposit of further amounts in the present Petition.

20. Order dated 8 October 2025 is passed when both the Petitions under Sections 9 and 34 of the Arbitration Act were listed together. However, since the award is stayed subject to deposit of principal awarded amount,

4 (2007) 5 SCC 371

5 2023 SCC OnLine SC 1004

6 (2006) 1 SCC 368

the said order will have to be necessarily traced to sub-sections (2) and (3) of Section 36 of the Arbitration Act. Thus, in exercise of powers under Section 34 of the Arbitration Act read with provision of Section 36(2) and (3), this Court has stayed the arbitral award subject to the condition of deposit of principal amount awarded. The issue for consideration is whether Petition under Section 9 of the Arbitration Act can be entertained in the light of order dated 8 October 2025?

21. In my view, once the Court exercising powers under Section 34 of the Arbitration Act stays the award by making a conditional order, no interim measures under Section 9 of the Act can be directed. Once Petition under Section 34 of the Arbitration Act is entertained, the Court is *in seisin* of the arbitral award and only that Court can decide whether award can be stayed. It is that Court alone which can decide about the exact conditions to be imposed for stay of the award. Section 34 Court is conferred with power under Section 36(3) of the Arbitration Act to impose such conditions as it deems fit for granting stay to the operation of the award. It would be apposite to refer to the provisions of Section 36 of the Arbitration Act, which provides thus:

36. Enforcement.—

(1) Where the time for making an application to set aside the arbitral award under section 34 has expired, then, subject to the provisions of sub-section (2), such award shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a decree of the court.

(2) Where an application to set aside the arbitral award has been filed in the Court under section 34, the filing of such an application shall not by itself render that award unenforceable, unless the Court grants an order of stay of the operation of the said arbitral award in accordance with the provisions of sub-section (3), on a separate application made for that purpose.

(3) Upon filing of an application under sub-section (2) for stay of the operation of the arbitral award, the Court may, subject to such conditions as it may deem fit, grant stay of the operation of such award for reasons to be recorded in writing:

Provided that the Court shall, while considering the application for grant

of stay in the case of an arbitral award for payment of money, have due regard to the provisions for grant of stay of a money decree under the provisions of the Code of Civil Procedure, 1908 (5 of 1908).

Provided further that where the Court is satisfied that a Prima facie case is made out that,—

(a) the arbitration agreement or contract which is the basis of the award; or

(b) the making of the award,

was induced or effected by fraud or corruption, it shall stay the award unconditionally pending disposal of the challenge under section 34 to the award.

Explanation.—For the removal of doubts, it is hereby clarified that the above proviso shall apply to all court cases arising out of or in relation to arbitral proceedings, irrespective of whether the arbitral or court proceedings were commenced prior to or after the commencement of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016).

22. Thus, once Section 34 Court decides the conditions to be imposed for grant of stay to the operation of the award, it would be improper to conduct a parallel inquiry in respect of those conditions in proceedings under Section 9 of the Arbitration Act. If proceedings under Section 9 of the Arbitration Act are entertained after grant of conditional stay to the Award by Court under Section 34 of the Arbitration Act, the same would result in passing of inconsistent orders. Furthermore, Section 9 Court is not supposed to sit in appeal over conditions imposed by Section 34 Court under Section 36(3) of the Arbitration Act. What Petitioner is expecting me to do in this Petition is to direct Respondent to deposit additional amount than the one directed to be deposited by order dated 8 October 2025. This would mean that this Court, in exercise of powers under Section 9 of the Arbitration Act, is called upon to vary order passed by Section 34 Court while staying the award. This is against the principles of propriety and comity.

23. In my view therefore, once Section 34 Court is *in seisin* of the award, the appropriate remedy for the parties is to seek necessary orders relating to the award from that Court. It would be improper to seek orders from Section 9 Court when Section 34 Court is seized of the award. In a case

where Section 34 Petition is filed raising objections to the award, but award-debtor keeps the objection petition pending without moving the Court, the award-creditor has the remedy of executing the award since it becomes decree under Section 36(1) of the Arbitration Act. In such case, the award-creditor cannot file Petition under Section 9 of the Arbitration Act, which is the law enunciated by this Court in *Centrient Pharmaceuticals* (supra). When Petition under Section 9 of the Arbitration Act for interim measures is held to be not maintainable after filing of objections to the award under Section 34 of the Arbitration Act, the question of maintaining Section 9 Petition after grant of conditional stay by Section 34 Court does not arise. In my view therefore, once Section 34 Court stays the award by imposition of condition under Section 36(3) of the Arbitration Act, award-creditor cannot maintain a separate application under Section 9 of the Arbitration Act seeking deposit of additional amount than the one under Section 36(3) of the Arbitration Act.

24. In the present case, the Court exercising powers under Section 34 and 36(2) and (3) of the Arbitration Act has directed deposit of amount of only Rs.14.08 Crores as a condition for stay of the award. Petitioner wants Respondent to deposit the entire awarded sum of Rs.19,04,43,316/- together with post award interest. Thus, conditions imposed while passing order under Section 36(3) of the Arbitration Act by Court exercising power under Section 34 of the Act is sought to be altered in independent proceedings filed under Section 9 of the Act. This in my view is wholly impermissible. Even Petitioner's suggestion of keeping present Petition pending for being heard analogously with Commercial Arbitration Petition (L) No.24333 of 2025 cannot be accepted since filing of the present Petition itself was not maintainable and in any case, the present Petition has worked itself out. Petitioner is unnecessarily pressing the present Petition despite having secured an order of deposit of principal awarded amount of Rs.14.08 crores from Section 34 Court.

25. In my view therefore, the present Commercial Arbitration Petition is not maintainable. It is accordingly **dismissed** without any order as to costs. It is however clarified that rejection of the present Petition shall not come in the way of the Petitioner urging Section 34 Court to direct deposit of additional amount as condition for stay to execution of the award.

(SANDEEP V. MARNE, J.)

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