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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **FAO(OS) (COMM) 133/2026**

**AGGRESSIVE ELECTRONICS MANUFACTURING SERVICES
PRIVATE LIMITED**

.....Appellant

Through: Mr. Jayant Mehta, Sr. Adv. with Mr.
Dheeraj Malhotra, Mr. Vishal Verma,
Ms. Mansvini Jain, Mr. Aakash Paul,
Advs.

versus

MICROCOMM INDIA LIMITED & ORS.

.....Respondents

Through: Mr. Neeraj Malhotra, Sr. Adv. with
Mr. Ashish Aggarwal, Mr. Nimish
Kumar, Ms. Nishtha Verma, Ms.
Himanshi Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE DINESH MEHTA

HON'BLE MR. JUSTICE VINOD KUMAR

ORDER

22.05.2026

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1. By way of the present appeal filed under Section 37 of the Arbitration and Conciliation Act, 1996 (*hereinafter referred to as 'the Act of 1996'*) read with Section 13 of the Commercial Courts Act, 2015 the appellant has challenged the order dated 23.04.2026, passed by learned Single Judge on an application which was filed by it under Section 9 of the Act of 1996.

2. Mr. Jayant Mehta, learned senior counsel for the appellant, contended that the learned Single Judge has committed an error of law and of jurisdiction in issuing directions contained in paragraph nos. 16 & 17, which



not only travel beyond the scope of the application under Section 9, but also give a handle to respondent no.1 to freely flout the binding terms of the Amended Limited Liability Partnership Agreement of Microcomm Aggressive LLP (hereinafter referred to as the “LLP agreement”) governing the parties *inter se*.

3. Mr. Neeraj Malhotra, learned senior counsel for the respondents, on the other hand submitted that though his client has received the invoices but on examination it has transpired that no amount is payable, as the invoices do not relate to the contract that was executed by the LLP.

4. During the course of submission, both the learned senior counsel expressed an opinion that there is no denial of the fact that a dispute has arisen between the parties, so also the fact that there is an arbitration clause in the LLP Agreement dated 23.09.2024. They also informed that the application under Section 9 of the Act of 1996 is pending before the learned Single Judge and request for interim protection is yet to be considered.

5. Mr. Jayant Mehta, learned senior counsel for the appellant submitted that the appellant is in urgent requirement of interim relief, as the respondents are likely to siphon the funds which they had received on behalf of the LLP. He alternatively prayed that an Arbitrator be appointed by this Court itself, so that the appellant can seek interim relief and other immediate measures by way of moving an application under Section 17 of the Act of 1996.

6. Mr. Malhotra, learned senior counsel for the respondents acceded to such request of Mr. Mehta and submitted that his client has no objection if an arbitrator is appointed and that if the appellant be permitted to file an application under Section 17 of the Act of 1996.



7. Having heard learned senior counsel for the parties and upon going through the order dated 23.04.2026, we find that learned Single Judge has granted the respondents four weeks' time to file reply but with the following directions:-

“15.

16. It is clarified that the present order shall not be used in interdicting the respondent in going ahead with the Contract, as mentioned in Schedule A of the LLP, in any manner.

17. Upon request of learned Senior Counsel for the respondents, it is further clarified that today's order shall not be used for the purposes of hindering the day-to-day working of the respondents.”

8. We are of the view that the directions given in para Nos. 16 and 17 of the order dated 23.04.2026 (which have already been stayed by Division Bench vide order dated 15.05.2026) hardly protect the appellant's right- the same in a way protect right of the respondent.

9. We are of the considered opinion that while deciding an application filed by the appellant seeking an injunction to the effect of restraining the respondents from independently executing, diverting, or acting contrary to the Upper Air Sounding System contract and other ancillary injunctions, learned Single Judge ought not to have given an impression, as if the respondent shall be free to go ahead with the contract and/or apply for any other contract in spite of a non-compete clause.

10. At request of both the parties, Hon'ble Mr. Justice Manmohan Singh, Former Judge of Delhi High Court is appointed as the Sole Arbitrator for adjudicating and deciding all disputes, that have arisen or may arise between the parties, including claims and counter claims (if any).

11. The arbitration proceedings will be held under the aegis of Delhi



International Arbitration Centre (DIAC) and as per its Rules. The fee of the Arbitrator so also manner of payment shall be in accordance with Schedule-B & F of the DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

12. Learned Arbitrator shall give disclosure under Section 12 of the Act of 1996, before entering upon reference.

13. The directions given in para nos. 16 and 17 of the order dated 23.04.2026 are set aside.

14. Needless to observe that we have not made any observation on merit of the contentions of either of the parties and whatever we have recorded hereinabove is only confined to para nos. 16 and 17 of the order dated 23.04.2026.

15. Appeal stands disposed of in aforesaid terms.

DINESH MEHTA, J

VINOD KUMAR, J

MAY 22, 2026/ck