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

CNR No. DLHC010179292026

+ **O.M.P.(I) (COMM.) 181/2026**

LIUGONG INDIA PVT LTDPetitioner

Through: **Mr. Ankit Khatri, Adv.**

versus

CROSSLITE INFRA PVT LTD AND ORSRespondents

Through:

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

ORDER(ORAL)

23.09.2026

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1. This court vide order dated 27.04.2026 recorded the following:

"I.A. 11707/2026 (EX.)

1. *Allowed, subject to all just exceptions.*
2. *The application stands disposed of.*

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3. *The present Petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking the following reliefs:*

"It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to-

a) Pass an ad-interim, ex-parte order of temporary injunction restraining the Respondent and any other third party, their agents, employees, associates, etc from in any manner directly and/or indirectly, voluntarily and/or involuntarily, transferring, conveying, alienating, dealing with, creating third party rights and/or otherwise from transferring, disposing off, creating a charge and/or encumbering the machinery and its Equipment supplied by petitioner mentioned in this Petition pending the final disposal of the petition and till the completion of arbitration proceedings.

b) Pass an ad-interim, ex-parte order allowing



to appoint Sh. Rohan Mittal, Authorized Representative and an employee of petitioner along with Adv. Ankit Khatri Counsel for petitioner as an authorized person of the Petitioner Company to inspect the subject matter of the dispute i.e., he machinery and its Equipment supplied by petitioner stationed at various mining sites of respondent as mentioned above, which may be under the control of third parties.

c) Pass an order directing respondent to furnish security bonds or bank guarantees equivalent to the outstanding dues that are to be recovered by the petitioner.

d) Pass an ad-interim, ex-parte order, order to appoint Sh. Rohan Mittal, Authorized Representative and an employee of petitioner along with Adv. Ankit Khatri Counsel for petitioner from petitioner company with appropriate security/police protection, if required, as the Receiver for taking over the possession custody (Repossession). management, protection and preservation of the machinery and its Equipment supplied by petitioner as mentioned in this Petition and later permit petitioner to sell them as the machines are a depreciating asset by time.

c) Grant costs of the Petition in favor of the Petitioner.

f) Issue any other Order(s) or Direction(s) or ad-interim ex-parte measures for the protection of the Petitioner rights and property as may appear just and convenient in the circumstances of the case and in the interests of justice. equity and good conscience.

g) Grant any other reliefs as the Hon'ble Court may deem fit in the nature and circumstances of the case.”

4. Learned counsel appearing on behalf of the Petitioner submits that the reliefs as sought in the present Petition are necessitated due to the fact that the Respondents have consistently failed to make necessary payments as have been agreed inter se the parties under the Agreement for Sale dated 12.04.2025. It is submitted that there is an apprehension that the machines which are presently in possession of the Respondents and for which payments have not been made, may be encumbered and somehow alienated by the Respondents.

5. It is further submitted that in view of the imminent risk to the subject matter of the dispute, urgent interim protection is warranted



and in pursuance thereof, presses for the grant of reliefs under Prayers (a) and (b).

6. This Court has heard the learned counsel appearing on behalf of the Petitioner and has perused the relevant portions of the pleadings and is of the opinion that a case is made out for grant of reliefs Prayer (a) and the Respondent is directed to ensure that no third party rights in any manner are created in the machines and no charge or encumbrance is created on them till the next date of hearing.

7. Issue notice.

8. Upon the Petitioner taking the necessary steps, let notice be issued to the Respondents through all permissible modes, including by *dasti*, returnable within a period of two (2) weeks from today.

9. Reply, if any, be filed before the next date of hearing.

10. List on 18.05.2026.”

2. The dispute between the parties arises out of the Agreement for Sale dated 12.04.2025. Clause 13.5 discloses an arbitration clause. The same reads as under:

“13.5 Arbitration

13.5.1 In case any dispute or difference arises between the Parties in connection with or relating to or arising out of this Agreement (whether before or after the termination or breach of this Agreement) the concerned representatives of the Parties shall promptly and in good faith negotiate the same in order to arrive at an amicable resolution of the dispute.

13.5.2 In the event no amicable resolution or settlement is reached within a period of 30 (Thirty) days, such dispute shall be referred to a sole arbitrator appointed by the Parties in terms of the Arbitration and Conciliation Act, 1996.

13.5.3 The Award rendered by the Arbitrator in pursuance of such arbitration shall be binding upon both the Parties.

13.5.4 The Arbitration proceedings shall be conducted in the English Language.



13.5.5 The Place of Arbitration shall be New Delhi.

13.5.6 The cost of the Arbitration shall be borne by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

3. It is made out from the record that the petitioner has been enjoying the interim relief since April 2026. This court is of the view, that in the present facts and circumstances of the case, the petitioner cannot be permitted to enjoy the interim relief endlessly.

4. Accordingly, the Petitioner shall take appropriate steps for constitution of the Arbitral Tribunal within a period of three weeks from today.

5. Upon constitution of the Arbitral Tribunal, the present petition shall be treated as an application under Section 17 of the Act and shall be placed before the learned Sole Arbitrator for consideration in accordance with law.

6. The interim arrangement granted *vide* order dated 27.04.2026 shall continue until the learned Sole Arbitrator considers the matter and passes appropriate orders thereon.

7. It shall be open to the learned Arbitral Tribunal, upon consideration of the matter on its own merits, to continue, modify, vary or vacate the aforesaid interim arrangement.

8. It is made clear that in case the Petitioner fails to commence



arbitral proceedings within three weeks from today, the interim protection granted by this Court shall stand vacated automatically.

9. All the rights and contentions of the parties are left open and nothing contained in this order or order dated 27.04.2026 shall be construed as an expression of opinion on the merits of the disputes.

10. The petition along with pending application(s), if any, is disposed of in the aforesaid terms.

OM PRAKASH SHUKLA, J

SEPTEMBER 23, 2026/gunn