



2026:DHC:7121-DB



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
# **CNR No. DLHC010390792026**  
+ **FAO(OS) (COMM) 224/2026 and CM APPL. 56399/2026 and 56400/2026**

**AUGUST PURPLE SERVICES PRIVATE LIMITED  
& ANR.** .....Appellants

Through:

versus

**AXIS TRUSTEE SERVICES LIMITED  
& ORS.** .....Respondents

Through: Mr. Ankur Kashyap, Mr. Ayush Aggarwala, Mr. Rohit Rajershi, Mr. Aman Bajaj, Mr. Purushartha Singh, Mr. Siddharth Dua, Advocates

**CORAM:  
HON'BLE MR. JUSTICE C. HARI SHANKAR  
HON'BLE MR. JUSTICE VINOD KUMAR**

**JUDGMENT (ORAL)**  
**20.08.2026**

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**C. HARI SHANKAR, J.**

1. This appeal, under Section 13 of the Commercial Courts Act, 2015, read with Section 37 of the Arbitration and Conciliation Act, 1996<sup>1</sup> challenges orders dated 13 July 2026 and 28 July 2026 passed by a learned Single Judge of this Court in OMP (I) (Comm) 269/2026, which were preferred by the respondent under Section 9 of the 1996 Act.

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<sup>1</sup> "the 1996 Act", hereinafter



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2. There were various prayers in OMP (I) (Comm) 269/2026, of which the learned Single Judge, in his order dated 13 July 2026, deemed it appropriate, while issuing notice, to grant *ad interim* relief in terms of prayer (d), which read thus:

“(d). Direct Respondent No. 1 to not utilize in any manner any of its receivables that it may have received since 27 April 2026; to provide details of all monies that had been received by it since 27 April 2026 and to transfer the same to the Petitioner in the Axis Bank Account bearing no. 695010200000134 (IFSC: UTIB0000695) being held by the Petitioner; on a weekly basis, to provide the Petitioner with details pertaining to all receivables that had been received by the Respondent No. 1 and within a period of 5 (days) thereafter, transfer the same to the above bank account.”

3. Aggrieved by the aforesaid order, the appellant approached this Court by means of FAO (OS) (Comm) 181/2026. The Division Bench of this Court was of the view that the appellant ought more appropriately to move the learned Single Judge with an application seeking vacation of the stay order dated 13 July 2026. Accordingly, FAO (OS) (Comm) 181/2025 was disposed of, by the coordinate Bench, by the following order dated 22 July 2026:

“5. The present application is filed under Section 151 of the Code of Civil Procedure, 1908 read with Order XLI Rule 5 of the CPC on behalf of the appellants seeking stay of the Impugned Order dated 13.07.2026.

6. Learned counsel for the appellants submits that they shall file the application for stay vacation before the learned Single Judge by 24.07.2026 after serving an advance copy upon the learned counsel for the respondents.

7. Let a reply thereto be filed by 27.07.2026.

8. We request the learned Single Judge to take up the matter on 28.07.2026 for the hearing application for stay vacation, with



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the consent of the parties.

9. With the aforesaid terms, the application stands disposed of.”

4. In compliance with the aforesaid order dated 22 July 2026, the appellant filed IA 19668/2026 seeking vacation of the order dated 13 July 2026.

5. On 28 July 2026, the learned Single Judge, instead of taking a decision in IA 19668/2026, deemed it appropriate to appoint a learned retired Judge of the Supreme Court as the Sole Arbitrator to arbitrate on the disputes between the parties, and directed OMP (I) (Comm) 269/2026 to be treated as an application under Section 17 of the 1996 Act, to be decided by the learned Arbitrator.

6. This appeal assails the orders dated 13 July 2026 and 28 July 2026 of the learned Single Judge.

7. In so far as the order dated 13 July 2026 is concerned, the appellant, having already challenged the said order in appeal *vide* FAO (OS) (Comm) 181/2025, which was disposed of by relegating the appellant to filing of a stay vacation application, no second challenge to the same order can now lie.

8. Apropos the order dated 28 July 2026, however, learned counsel for the parties are *ad idem* before us that the order dated 28 July 2026 is actually without jurisdiction, as the proceedings between the parties would constitute an international commercial arbitration



within the meaning of Section 2(1)(f)<sup>2</sup> of the 1996 Act, in respect of which this Court did not possess jurisdiction to appoint the Arbitrator, in view of the specific stipulation, in Section 11(6)<sup>3</sup>, that, in the case of international commercial arbitrations, the Supreme Court alone exercised the power to appoint an arbitrator.

9. The contention that the arbitration would be an international commercial arbitration is predicated on the fact that one of the parties to the arbitral proceedings, viz. Ace Turtle Global Pte Ltd, is based in Singapore. We find this to be correct. In any case, on the fact that the arbitration would be an international commercial arbitration, learned Counsel are, as we have already noted, *ad idem*.

10. That being so, this Court could not have appointed an arbitrator to arbitrate on the dispute.

11. We only deem it appropriate to observe that, had this position been brought to the notice of the learned Single Judge, this litigation might have been avoided.

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<sup>2</sup> (f) “international commercial arbitration” means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is—

- (i) an individual who is a national of, or habitually resident in, any country other than India; or
- (ii) a body corporate which is incorporated in any country other than India; or
- (iii) an association or a body of individuals whose central management and control is exercised in any country other than India; or
- (iv) the Government of a foreign country;

<sup>3</sup> (6) Where, under an appointment procedure agreed upon by the parties,—

- (a) a party fails to act as required under that procedure; or
- (b) the parties, or the two appointed arbitrators, fail to reach an agreement expected of them under that procedure; or
- (c) a person, including an institution, fails to perform any function entrusted to him or it under that procedure,

the appointment shall be made, on an application of the party, by the arbitral institution designated by the Supreme Court, in case of international commercial arbitration, or by the High Court, in case of arbitrations other than international commercial arbitration, as the case may be to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.



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**12.** Learned counsel, therefore, by consent, agree to quashing and setting aside of order dated 28 July 2026 and restoration of IA 19668/2026 before the learned Single Judge for consideration on merits.

**13.** Accordingly, with consent of parties, this appeal is disposed of by quashing and setting aside order dated 28 July 2026 passed by the learned Single Judge and restoring IA 19668/2026 before the learned Single Judge for a decision on merits.

**14.** We direct the parties to appear before the learned Single Judge on 25 August 2026.

**15.** Needless to say, the learned Single Judge would decide IA 19668/2026 uninfluenced by any observations which may be contained in the order dated 28 July 2026.

**16.** The appeal is disposed of.

**17.** Let this order be uploaded on the website of this Court forthwith.

**C. HARI SHANKAR, J**

**VINOD KUMAR, J**

**AUGUST 20, 2026/yg**