

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s). 19268/2026

[Arising out of impugned final judgment and order dated 21-04-2026 in COMCA No. 22/2026 passed by the High Court for The State of Telangana at Hyderabad]

SPARSH HOSPITALS AND CRITICAL CARE
PRIVATE LIMITED

Petitioner(s)

VERSUS

CANCER TREATMENT SERVICES HYDERABAD
PRIVATE LIMITED

Respondent(s)

[IA No. 168030/2026 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT]

Date : 14-08-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ARAVIND KUMAR
HON'BLE MR. JUSTICE VIPUL M. PANCHOLI

For Petitioner(s) :Mr. Raghenth Basant, Sr. Adv.
Mr. Basa Mithun Shashank, Adv.
Mr. Basa Prasen Gundavaram, Adv.
Ms. Hima Bhardwaj, Adv.
Ms. Srishti Agarwal, Adv.
Mr. Manish Tiwari, AOR
Ms. Saloni Narayana, Adv.

For Respondent(s) :Mr. Ashim Sood, Adv.
Ms. Rupali Singh, Adv.
Mr. Mayank Pandey, AOR
Mr. Kartikeya Jaiswal, Adv.
Mr. Sushanth Sanjay, Adv.
Mr. Muffadal Saiffee, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. Heard.

2. Learned counsels appearing for the parties would submit that against the order/judgment dated 21.04.2026 passed by the High Court affirming the order/judgment dated 10.02.2026 passed by the Commercial Court whereunder the petitioner has been directed to deposit a sum of Rs. 6,69,52,278/-(Rs. Six Crore Sixty Nine Lakh Fifty Two Thousand Two Hundred Seventy Eight only), is on the basis of the reply notice dated 21.09.2024 acknowledging the liability to the said extent and said order is called in question.

3. Having heard the learned counsels appearing for the parties and on perusal of the entire records, we notice that parties not being *ad idem* on the Agreement dated 08.08.2017 had resulted in respondent invoking arbitration clause by issuing notice under Section 21 of the Arbitration and Conciliation Act, 1996 which resulted in appointment of arbitrators by the Telangana High Court by Order dated 10.07.2025 constituting the Arbitral Tribunal. In the meantime, the respondent herein filed an application/petition under Section 9 of the Arbitration and Conciliation Act, 1996 for interim measure at which point of time there was no Constitution of the Arbitral Tribunal in its entirety. On 10.02.2026 the Commercial Court passed an *ex parte* order directing the petitioner herein to deposit the amount aforesaid, the appeal filed challenging the said order resulted in its dismissal under the impugned order/judgment. Hence, this petition.

4. Though several contentions have been urged to buttress their respective arguments, we are of the considered view, that in view of the Constitution of the Arbitral Tribunal and the parties being before the Tribunal, to secure the financial interest of the respondent who has had the benefit of the impugned order, it would suffice to direct the petitioner herein to furnish the

bank guarantee for the sum of Rs. 6,69,52,278/-(Rs. Six Crore Sixty Nine Lakh Fifty Two Thousand Two Hundred Seventy Eight only) within six weeks from today, which shall be unconditional bank guarantee as agreed by the learned senior counsel appearing for the petitioner and same shall be kept alive during the pendency of the arbitration proceedings.

5. It would be open to the respondent herein to seek for appropriate orders from the Arbitral Tribunal for release of the said bank guarantee or invoking the same and realising the proceeds thereof. In the event of said request being made it is open to the Arbitral Tribunal to consider the same on its own merits and we make it explicitly clear that we have not expressed any opinion in that regard. However, it is also pertinent to note at this juncture, itself that the petitioner herein while responding to the notice issued by the respondent in the reply notice issued on 21.09.2024 has acknowledged its liability to an extent of Rs. 6,69,52,278/-(Rs. Six Crore Sixty Nine Lakh Fifty Two Thousand Two Hundred Seventy Eight only). This fact can be taken note of by the Arbitral Tribunal while considering the prayer, if any, made for release of the amount covered under the bank guarantee by the respondent herein.

6. It is needless to state, that petition which has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 would not survive for consideration which is also agreed upon by the learned counsels appearing for the parties and as such the jurisdictional Commercial Court can consign the said proceedings to records.

7. Both parties are at liberty to work out their rights in the pending arbitral proceedings in accordance with law, as observed hereinabove.

8. The contempt proceedings initiated by the respondent against the petitioner for non-compliance of the direction issued by the Commercial Court

on 10.02.2026 would also not survive for consideration and the same shall also be consigned to records.

9. In view of the above, the present petition stands disposed of.

10. Pending application(s), if any, shall stands disposed of.

(DEEPANSHU)
SENIOR PERSONAL ASSISTANT

(AVGV RAMU)
COURT MASTER (NSH)