

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**WEDNESDAY, THE ELEVENTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE JUSTICE MOUSHUMI BHATTACHARYA

AND

THE HONOURABLE SRI JUSTICE GADI PRAVEEN KUMAR

CIVIL REVISION PETITION NO: 315 OF 2026

Petition under Article 227 of the Constitution of India against the Order dated 28/01/2026 passed in I.A.No.64 of 2026 in COS No.6 of 2026 on the file of the Principal Special Court in the Cadre of District Judge for Trial and Disposal of Commercial Disputes at Hyderabad.

Between:

1. M/s Pioneer Aluminium Industries Limited, Having its registered office at Plot No. 703, Sriniketan Colony, Road No. 3, Banjara Hills, Hyderabad, Telangana - 500034. Rep. by its Director, Finance, S. Ganapathi Rao. S/o Sri Srirama Murthy, aged about 68 years
2. PCIL Power and Holdings Limited, 8-2-268/ A/S/1, Road No.3, Plot No. 705 Banjara Hills, Hyderabad - 500034, Telangana - India. S/ o. Petluru Krishna Reddy, aged about 60 years

...Petitioners/Defendant No.1 and 3

AND

1. M/s Ras Al Khaimah Investment Authority, Having its office at Ras AL Khaimah, PO Box No. 31291, Ras Al Khaimah, United Arab Emirates.

...Respondent/Plaintiff

2. Penna Cement Industries Limited, 8-3-975, Plot No. 128, Srinagar Colony, Khairatabad, Hyderabad, Telangana - 500073 - India.
3. Pioneer Power Limited, 8-2-268/A/S/1, Road No.3, Plot No. 705 Banjara Hills, Hyderabad - 500034, Telangana - India.
4. Penna Global Investments FZ-LLC, PO Box 31291, Al Jazeera, Al Hamra, Ras Al Khaimah, United Arab Emirates.

5. Pioneer Genco Limited, 8-2-268/A/S/1, Road No.3, Plot No. 705 Banjara Hills, Hyderabad - 500034, Telangana - India.
6. Pioneer Builders Limited, House No. 8-2-309/M/5, Narodaya Colony, Road No. 14, Banjara Hills, Hyderabad, Telangana -500034 - India.
7. PR Cement Holdings Limited, Plot No. 705, Road No.3, Banjara Hills, Hyderabad, Telangana - 500034, India.
8. Pioneer Power Corporation Limited, 8-2-268/A/S/1, Road No.3, Plot No. 705 Banjara Hills, Hyderabad - 500034, Telangana - India.
9. PR Energy Holding Limited, 8-2-268/A/S/1, Road No.3 Plot No. 705 Banjara Hills, Hyderabad - 500034, Telangana - India.
10. SRIBA Industries Limited, 8-2-268/ A/S/1, Road No.3, Plot No. 705 Banjara Hills, Hyderabad - 500034, Telangana - India.
11. Mr. P. Pratap Reddy, 8-2-268/A/S/1, Road No.3, Banjara Hills, Hyderabad - 500034, Telangana - India.
12. Metra Pte. Limited, 105 Cecil Street, #15-02, The Octagon, Singapore 0659534.
13. KCAP Metals Pte Limited, 105 Cecil Street, #15-02, The Octagon, Singapore 0659534.
14. Mr. Madhu Koneru, Villa R-46, Emirates Hills, Third Sawan Street, P.O Box 17056, Dubai, United Arab Emirates.
15. AL Plus Holdings LLC, Office G31, Regus AL Jaidah Business Centre, Building 84, Street 224, Piazza Level, QQ05A, Qanat Quarter, The Pearl, Doha, Qatar. (Respondents No. 2 to 15 Not Necessary Parties in this Civil Revision Petition)

...Respondents / Respondents

I.A. NO: 1 OF 2026

Petition under Section 151 of CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to stay all further proceedings in COS No. 6 of 2026 pending before the Hon'ble Principal Special Court in the Cadre of District Judge for Trial and Disposal of Commercial Disputes at Hyderabad.

**Counsel for the Petitioners: SRI AVINASH DESAI, SR COUNSEL,
REPRESENTING Ms. KOPAL SHARMA**

**Counsel for the Respondent No.1: SRI S RAVI, SR COUNSEL, REPRESENTING
SRI G VAMSHI KRISHNA**

The Court made the following: ORDER

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HON'BLE JUSTICE GADI PRAVEEN KUMAR**

CIVIL REVISION PETITION No.315 OF 2026

DATE OF ORDER: 11.02.2026

Between:

M/s.Pioneer Aluminium Industries Limited,
Rep. by its Director, Finance, S. Ganapathi Rao and Another
.....Petitioners

AND

M/s. Ras Al Khaimah Investment Authority,
United Arab Emirates and 14 Others
.....Respondents

Mr. Avinash Desai, learned Senior Counsel representing Ms.Kopal Sharraff, learned counsel appearing for the petitioners.

Mr. S.Ravi, learned Senior Counsel representing Mr.G.Vamshi Krishna, learned counsel appearing for the respondent No.1.

ORDER: (Per Hon'ble Justice Moushumi Bhattacharya)

1. The present Civil Revision Petition has been filed against an order dated 28.01.2026 passed by the learned Commercial Court at Hyderabad in I.A.No.64 of 2026 in C.O.S. No.6 of 2026 allowing an application filed by the respondent No.1/plaintiff for exempting it from the mandatory pre-institution mediation requirement under section 12A of The Commercial Courts Act, 2015 (CCA).

2. The petitioners in the CRP are the defendant Nos.1 and 3 in the Suit. The respondent No.1 in the CRP is the plaintiff. The respondent Nos.2 to 15 are the defendant Nos.2, 4 to 16 in the Suit. For convenience, the parties hereinafter are referred to as per their position in the Suit.

3. The plaintiff filed the Commercial Suit (No.6 of 2026) against the defendants for a Declaration in respect of Shareholders' Agreements dated 28.01.2022, 07.09.2022, 13.03.2025 and 13.03.2025 executed between the defendants, to hold them as invalid and inoperative. The plaintiff claimed that the rights of the plaintiff under the Shareholders' Agreement dated 06.04.2007 would continue to bind the defendants. The plaintiff also prayed for perpetual injunction restraining the Penna Group (the Second Party to the Shareholders' Agreement dated 06.04.2007) from acting in violation of the Shareholders' Agreement dated 06.04.2007 ('SHA').

4. The plaintiff filed I.A.No.64 of 2026 in the said Suit seeking exemption from the mandatory pre-institution mediation requirement under section 12A of the CCA. The prayer in the plaintiff's application states that the Injunction Application

contemplates urgent interim relief and the plaintiff would suffer irreparable injury if the relief of exemption is not granted.

5. By the impugned order, the Commercial Court found that the plaintiff had given sufficient explanation as to why exemption should be granted from the pre-litigation mediation requirement under section 12A of the CCA. The Commercial Court also found that the application was justified in view of the urgency shown by the plaintiff.

6. Learned Senior Counsel appearing for the defendant Nos.1 and 3 submits that the impugned order fails to disclose the reasons for exempting the plaintiff from the pre-litigation mediation requirement under the CCA. Senior Counsel submits that the Commercial Court did not answer the question framed as to why the interim application qualified as one involving urgent relief notwithstanding the delay in its institution. It is also submitted that the delay in filing the Suit would be fatal to the plaintiff's cause since the plaintiff was aware of the changes made to the shareholding pattern at least from March/July 2025 as the plaintiff had participated in negotiations as well as in the Extraordinary General Meeting held on 07.07.2025.

7. Learned Senior Counsel appearing for the plaintiff places the relevant paragraphs from the impugned order to submit that the Commercial Court has indicated the reasons for granting exemption from the pre-litigation mediation requirement. Senior Counsel places the relevant Clauses from the Shareholders' Agreement dated 06.04.2007 to submit that the Shareholders' Agreement has not been terminated till date and the Clauses thereof require the plaintiff to be put on notice of any changes in the shareholding pattern of the parties thereto. Senior Counsel submits that the urgency arises out of the failure on the part of the defendant Nos.1 and 3 to give any form of assurance that the RUSAL Transaction would not result in further diluting the plaintiff's shareholding in the petitioner No.1.

8. We have heard the arguments put forth by learned Senior Counsel appearing on behalf of the parties.

The Facts leading to filing of the Commercial Suit

9. The factual conspectus in the present case culminating in the filing of the Commercial Suit is as follows:

- On 14.02.2007; the Government of Ras Al Khaimah entered into a Memorandum of Understanding with the Government of Andhra Pradesh to incorporate an Indian Registered Limited Company for developing an

Alumina and Aluminium Refinery and Smelter in Andhra Pradesh and for long term Bauxite supply by the Andhra Pradesh Mineral Development Corporation Ltd., from the Jarella deposits, Chintapalli Mandal for the use of the said Company.

- On 23.03.2007; the petitioner No.1 was incorporated as ANRAK Aluminium Limited pursuant to the MoU dated 14.02.2007.
- On 06.04.2007; the plaintiff (Ras Al Khaimah Investment Authority) entered into a Share Holders' Agreement (SHA) with the Penna Group (petitioner No.2 and respondent Nos.3 to 10 in the CRP/defendant Nos.3 to 11 in the Suit) and incorporated the petitioner No.1-Company (Pioneer Aluminium Industries Limited) as a joint venture between the parties. The SHA is valid and operative as on date. The petitioner No.2 is no longer a member of the Penna Group but still remains a party to the SHA.
- On 13.03.2025; the petitioner No.1 in the CRP (defendant No.1 in the Suit), the petitioner No.2 (defendant No.3 in the Suit), the Penna Group (sans the respondent Nos.9 and 10) and the other respondents executed a Shareholders' Agreement (RUSAL SHA) and a Share Purchase Agreement (RUSAL SPA) with the respondent No.15 (Al Plus, a subsidiary of United Company, RUSAL). The plaintiff was not a party to the RUSAL SHA and RUSAL SPA and claims that the same had been executed without the plaintiff's knowledge/consent and also in breach of the SHA executed on 06.04.2007.
- On 14.03.2025; the plaintiff became aware of the 'RUSAL Transaction' by way of an announcement which stated that the Penna Group (sans the

respondent Nos.9 and 10) along with the KCAP Group (the respondent Nos.12 and 13) had agreed to sell shares of upto 50% of the petitioner No.1's shareholding in three Closings/stages to AL Plus (respondent No.15) and that after completion of the acquisition, the petitioner No.1 would operate as a joint venture between the parties to the RUSAL Transaction.

- On 12.06.2025; the plaintiff received notice of the petitioner No.1's Extraordinary General Meeting (EGM) scheduled to be HELD ON 07.07.2025 *inter alia* for seeking approval of the Shareholders of the petitioner No.1 to adopt the restated Articles of Association of the petitioner No.1 that incorporated provisions of the RUSAL SHA which would be effective upon completion of the First Closing of the RUSAL Transaction as defined in the RUSAL SPA.
- On 03.07.2025; the plaintiff requested copies of or in the alternative, a physical inspection of the RUSAL SHA and RUSAL SPA. The petitioner No.1 however, did not provide copies of the requested documents. The plaintiff claims that it was allowed a partial and restricted inspection of the RUSAL SHA and RUSAL SPA on 05.07.2025 for only two hours.
- On 07.07.2025; the restated Articles of Association of the petitioner No.1 was adopted at the petitioner No.1's EGM as a result of which the RUSAL SHA was incorporated into the petitioner No.1's Articles of Association. The plaintiff had voted against this Resolution at the EGM.
- On 05.09.2025; the plaintiff came to know that AL Plus/respondent No.15 had become a 26% shareholder in the petitioner No.1

- On 09.10.2025; the plaintiff sought an undertaking from the Penna Group that it shall not engage in any further stages of the RUSAL Transaction. The Penna Group however did not provide the undertaking.
- On 29.11.2025; the plaintiff sought an unequivocal undertaking by 07.12.2025 from the petitioner No.1 and each of its shareholders that neither the petitioner No.1 nor any of the parties to the RUSAL SHA and SPA would take any further steps in relation to the RUSAL Transaction. The petitioner No.1 did not provide the said undertaking.
- On 05.01.2026; the petitioner Nos.1 and 2 expressly refused to provide the undertaking as requested by the plaintiff.
- On 19.01.2026; the plaintiff filed a Commercial Suit/COS No.06 of 2026 on the apprehended urgency and imminent harm in view of the further Closings of the RUSAL Transaction. The plaintiff also filed an injunction application (I.A.No.34 of 2026) and an interim application (I.A.No.64 of 2026) for exemption from compliance with section 12A of the CCA.
- On 28.01.2026; the Commercial Court passed the impugned order in I.A.No.64 of 2026, granting exemption to the plaintiff. This order forms the subject matter of the present CRP.

10. The above timeline has been set out in some detail for understanding the anxiety projected by the plaintiff in the Commercial Court.

11. The contention of the petitioners in the CRP/defendant Nos.1 and 3 in the Suit is that the admitted facts belied the urgency projected by the plaintiff, namely, that the plaintiff was aware of the RUSAL Transaction from 14.03.2025 i.e., 10 months prior to filing of the Commercial Suit. In essence, the petitioners/defendant Nos.1 and 3 seek to argue that the plaintiff did not have any case for urgent interim relief and was hence bound by the mandate of section 12A of the CCA in respect of Pre-litigation Mediation.

12. We are however constrained to disagree with the petitioners since the sequence of events placed in the foregoing paragraph would show that the plaintiff's knowledge of the RUSAL Transaction remained partial and incomplete till filing of the Commercial Suit in January 2026. In fact, the plaintiff appears to have been pushed to precipitating the state of affairs existing from March 2025 (execution of the RUSAL Transaction where the plaintiff is not a party) to November 2025 throughout which the plaintiff was kept in limbo on the status of the RUSAL Transaction. The plaintiff claims that a physical inspection of the Transaction allowed to be undertaken by it in July 2025, was severely restricted and only lasted for a span of two hours which prevented

an effective understanding of the Transaction. The petitioner No.1 also refused to provide copies of the Transaction to the plaintiff.

13. The plaintiff's lack of effective knowledge of the Transaction was aggravated by the petitioner No.1 as well as the Penna Group's refusal to offer any formal undertaking of not facilitating any further steps in relation to the RUSAL Transaction. The petitioners expressly refused to provide any such undertaking (as requested by the plaintiff) as late as on 15.01.2026. The petitioners' disregard and refusal of the plaintiff's request for an undertaking assumes significance since the plaintiff claims that further steps taken in the RUSAL Transaction would be in breach of the plaintiff's rights under the SHA dated 06.04.2007.

14. The plaintiff's apprehension with regard to the RUSAL Transaction is based on the contractual protection that the plaintiff is entitled to by way of the SHA of 06.04.2007 including *inter alia* that any change in the petitioner No.1's Shareholding would require the approval of the plaintiff as well as the Penna Group and that there is a restriction on the transfer of the shareholding of the plaintiff or the Penna Group in the petitioner No.1 without the written consent of the other shareholder. Under the SHA, the plaintiff also has a right to being first offered any

Shareholding proposed to be sold to a third party. The plaintiff further claims that the SHA dated 06.04.2007 has not been terminated and is valid, operative and binding on the parties till date. Therefore, the petitioners' contention of a stale claim in view of the plaintiff's awareness of the RUSAL Transaction from March 2025 is an over simplification of the facts and the underlying urgency. What ultimately counts and was held in favour of the plaintiff is that the plaintiff was forced to remain ignorant of the potential dilution of its rights and Shareholding under the SHA dated 06.04.2007 from March 2025 till the filing of the Commercial Suit in January 2026.

15. The vulnerability of the plaintiff's position would also be reinforced by the fact that the plaintiff was the only Shareholder of the petitioner No.1 and not a party to the RUSAL Transaction. The plaintiff also claims that the RUSAL Transaction was executed without the plaintiff's knowledge or consent and in breach of the Articles of the SHA dated 06.04.2007.

16. The last trigger for filing the Suit was the petitioners' express refusal on 05.01.2026 to provide the undertaking with regard to the petitioners not taking any steps in relation to the RUSAL Transaction, as requested by the plaintiff. Contrary to the

contention that the timeline should be construed against the plaintiff to the extent of denying the plaintiff urgent interim relief, we find that the plaintiff required urgent interim protection in view of the petitioners and the defendants closing ranks for keeping the plaintiff in the dark from March 2025 to January 2026.

17. Further, it is worth mentioning that the petitioners/defendants did not voluntarily disclose the information with regard to the Transaction to the plaintiff and the information was disclosed in dribblets. The plaintiff also stumbled upon the information perchance and had to wrest knowledge of the Transaction from sporadic public announcements.

18. We wish to make it clear at this juncture that we have not expressed any opinion on the merits of the injunction application filed by the plaintiff; that is for the Trial Court to adjudicate upon. The only issue which falls before us is whether the Trial Court committed an error in accepting the plaintiff's case of urgency and exempting it from Pre-litigation Mediation. In this context, we must also note that grant of exemption from the mandate of section 12A of the CCA to the plaintiff does not amount to a decision on the rival claims. The Trial Court only permitted the plaintiff to move its I.A. for interim injunction without having to

exhaust the remedy of Mediation. The impugned order does not translate to any prejudice to the petitioners. On the other hand, the plaintiff's case of imminent threat by the Closings of the RUSAL Transaction would be set at naught if the plaintiff was to be consigned to Mediation. Hence, the Trial Court correctly exercised the test of balance of convenience to the facts brought before it.

Section 12A of the Commercial Courts Act, 2015

19. Section 12A of The Commercial Courts Act 2015 ('CCA') makes it mandatory for a plaintiff to a Suit to exhaust the remedy of Mediation before filing the Suit where the Suit does not require urgent interim relief under the provisions of the CCA. The test as to whether the plaintiff requires urgent interim relief and consequent exemption from the mandate of 'Pre-litigation Mediation and Settlement' under section 12A of the CCA would hence require a preliminary assessment by the Court of the facts in each case.

20. Section 12A of the CCA mandates Pre-Litigation Mediation and Settlement. The earlier avatar of 'Pre-Institution Mediation...' was substituted by the present form of 'Pre-Litigation Mediation...' pursuant to The Mediation Act, 2023. The effect of section 12A,

post-substitution, however remains the same. Section 12A (1) contains an express bar on the institution of Commercial Suits without first exhausting the remedy of mediation where the Suit does not contemplate any urgent interim relief under the CCA. The other Sub-sections of section 12A are not relevant for the present adjudication.

21. The import of section 12A is thus; a plaintiff seeking to institute a Suit under the CCA can only file the Suit upon establishing that the Suit requires urgent interim relief. If the plaintiff fails on this score, that is, if the Court rejects the contention of the plaintiff, the plaintiff shall first explore mediation as provided under section 12A (2) and (3). The necessity of seeking leave of the Court or filing an application for exemption on account of urgent interim relief has been held to not be a condition under section 12A of the CCA in *Yamini Manohar v. T.K.D. Keerthi*¹. The pleadings in the plaint and the oral submissions would be sufficient to decide the issue as to whether the plaintiff can be exempted from the mandate of pre-litigation mediation. The decision as to whether the plaintiff is required to comply with the mandate under section 12A must be seen at the point of institution of the Suit.

¹ (2024) 5 SCC 815

The Purpose of section 12A of the CCA is not to Paralyse a deserving case for Injunction

22. It is important to bear in mind that the Legislative purpose behind section 12A of the CCA is not to thwart the plaintiff's anxious need to obtain interim protection against the defendant, but to give a purposeful push to the parties to explore mediation before the dispute snowballs into litigation before the Court. In other words, section 12A does not contemplate paralysis of the *lis* but filters suits requiring the Court to intervene and pass (or deny) protection orders while weeding out non-urgent suits.

23. Hence, a decision as to whether a plaintiff is entitled to exemption from pre-litigation mediation must be made at the stage where the plaintiff shows that the suit would be rendered infructuous if the plaintiff is made to wait for 120 + 60 days to exhaust the remedy of mediation. Where the exemption is contested, the Court must assess the competing submissions and strive for balance between the plaintiff's need for urgent interim relief and an opportunity being given to the parties to resolve their dispute through mediation. Needless to say, a defendant cannot use section 12A of the CCA to nip the suit in the bud or foil the

plaintiff's need for interim protection. The above discussion must be contextualized in the present facts.

24. Section 12A of the CCA cannot be used to cold-storage urgent claims. The admitted facts do not reflect any somnolence or lack of diligence on the part of the plaintiff. The plaintiff in fact tried its best to be in the know of the RUSAL Transaction and to take steps against it in order to protect its rights as a Shareholder in the Shareholders' Agreement dated 06.04.2007. Section 12A cannot be interpreted as a stranglehold for a plaintiff in a Commercial Suit, to impede the momentum in the suit where timely-relief is needed.

Can the Impugned Order be faulted on Facts and the Law?

25. The Commercial Court granted exemption to the plaintiff to file the injunction petition without exhausting the remedy of mediation. The impugned order was passed on contest. It is also relevant that the petitioners had filed an earlier CRP (No.173 of 2026) in this Court from an order dated 19.01.2026 granting exemption to the plaintiff under section 12A of the CCA. The said CRP was disposed of by this Court on 20.01.2026 by remanding the matter to the Commercial Court for a fresh decision. The

matter was remanded on the ground that the impugned order dated 19.01.2026 did not reflect the reasons for granting the exemption. The Commercial Court was also directed to dispose of the IA within a certain time frame on the Court noting the urgency shown on behalf of the plaintiff. The submission made on behalf of the petitioners had also been recorded, namely, that there was no immediate threat to the plaintiff being prejudiced in terms of its shareholding. The present CRP arises from the order passed by the Commercial Court pursuant to the remand.

26. The impugned order identifies that the scope of enquiry under section 12A of the CCA is limited to whether the Suit contemplates urgent interim relief. The Commercial Court discusses the implication of section 12A along with case law to correctly hold that the Court must not look into the merits of the request for relief. The Court also takes into account the relevant submissions of the petitioners/defendant Nos.1 and 3 for this assessment. The Commercial Court noted that the plaintiff had notice of the RUSAL Transaction in March, 2025, inspected the relevant agreements in July, 2025 and attended/voted in the Extraordinary General Meeting of the petitioner No.1 for incorporating the RUSAL Shareholders' Agreement into the Articles of Association of the petitioner No.1 on 07.07.2025. The

Commercial Court also recorded that the RUSAL transaction threatened to bring a third party into the plaintiff's corporate governance structure and the defendants had already facilitated the First Closing of the said transaction and hence the plaintiff would suffer an imminent harm from further dilution of its shares.

27. The same sequence of events given in the above paragraphs weighed with the Commercial Court, that is, the plaintiff faced a real risk due to the petitioners/defendants' continued silence/refusal to provide an unequivocal undertaking that none of the parties to the RUSAL SHA and SPA would facilitate the Second Closing. The Court recorded its satisfaction of the reasons given by the plaintiff for urgent interim relief in the form of the injunction application.

28. We have found that the sequence of events leading up to the filing of the Commercial Suit betrayed a conspicuous lack of transparency on the part of the petitioners/defendants in keeping the plaintiff assured of its rights under the SHA dated 06.04.2007. The continued absence of any effective disclosure of the terms of the RUSAL Transaction till as late as on 05.01.2026 resulted in the plaintiff filing the Commercial Suit. In fact, the last and immediate trigger for filing the Suit was the petitioners' refusal on 05.01.2026

to provide the undertaking as requested by the plaintiff. Hence, we do not find that the Commercial Court misdirected itself on the relevant facts for granting exemption to the plaintiff.

29. The law on the subject, that is, section 11A of the CCA, reinforces the mandatory nature of pre-litigation mediation for suits which do not contemplate urgent interim relief. The Supreme Court has gone to the extent of holding that any Suit instituted in violation of the mandate would be visited with rejection of plaint under Order VII Rule 11 of The Code of Civil Procedure, 1908². The impugned order does not disclose any fault-lines in the reasons given with regard to the statutory mandate and in fact, dwells on the relevant facts at length before concluding that the plaintiff should be exempted from the pre-litigation mandate.

30. We hence answer the captioned question in the negative.

The Impugned Order is not Opaque

31. The primary submission made on behalf of the petitioners/defendant Nos.1 and 3 is that no clear reason is discernable from the impugned order for exempting the plaintiff from pre-institution mediation.

² Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd., (2022) 10 SCC 1

32. We may also add that there cannot be any uniform standard of judicial reasoning. The standard depends upon the clarity with which reasons are recorded, coupled with the ease of articulation. Some orders may be less clear than others in terms of cohesion and expression. Such orders however cannot be described as non-transparent in terms of the reasons given. The present impugned order falls in this category. While the reasons stated may have to be culled from various paragraphs, it cannot be said that the order is an unreasoned order. There is a discernible difference between a non-speaking order and one which reflects the Court having applied its mind to the facts and material before it. The impugned order cannot be described as opaque and unreasoned. What matters in the end is that the Commercial Court appreciated the plaintiff's continuing sense of urgency and the need for urgent relief in view of the imminent threat of the petitioners/defendants proceeding with the RUSAL Transaction. Viewed in that light, the Commercial Court gave due weightage to the proximate threat of the plaintiff suffering an irreversible injury if the plaintiff were to be consigned to mediation.

Maintainability of the Civil Revision Petition

33. It is now judicially settled that the prohibition contained in section 8 of the CCA in entertaining any Civil Revision Application or petition from any interlocutory order of a Commercial Court would not apply to or fetter the Constitutional powers of a High Court under Article 227 of the Constitution of India³. The power of superintendence of a High Court under Article 227 of the Constitution must be exercised within self imposed limits, restricting the interference to cases only where there has been miscarriage of justice or fragrant abuse of law. The bar contained in section 8 of the CCA should be given due weightage, particularly where the aggrieved party has failed to justify not taking the statutory recourse provided under section 13(1) or (1A) of the CCA⁴.

34. Thus, though the present CRP is maintainable, we are of the considered view that the petitioners have not made out a case for intervention on any of the recognized grounds as stated above.

³ State of Gujarat v. Union of India, 2018 SCC OnLine Guj 1515

⁴ The State of Telangana v. Siddhartha Constructions, 2024 SCC OnLine TS 3008

Conclusion

35. The petitioners have not shown any factual or legal crack in the impugned order which would permit the High Court to pull up the Commercial Court within the framework of its jurisdiction. In essence, the impugned order correctly recognizes an element of justifiability in the urgency expressed on behalf of the plaintiff. The Commercial Court has applied the correct legal standard as discussed in the cases and records a clear finding in granting exemption to the plaintiff. The fact that the parties failed to amicably settle the dispute prior to institution of the Commercial Suit may also have weighed with the Commercial Court in granting the exemption. There are other reasons recorded by the Commercial Court for granting the exemption even if the parties' failed attempt for settlement is discounted.

36. Thus, we conclude that the Commercial Court granted exemption under section 12A of the CCA on a reasonable appreciation of the facts brought before it. Moreover, the petitioners cannot be permitted to inflate the effect of the impugned order to a decision on the rival claims of the parties. The effect of the impugned order should be seen as it is, that is, plaintiff being granted leave to seek interim protection against the

petitioners/defendants. The petitioners cannot use section 12A as a tool to make the injunction petition irrelevant or efflux of time. Section 12A does not contemplate arm-twisting by a defendant to shove the plaintiff's need for interim protection to the backburner.

37. It is also evident from the impugned order that the learned Commercial Court Judge exercised his discretion based on the relevant material in granting the exemption. We hence do not find any compelling ground to interfere with that discretion.

38. While section 12A of the CCA gives an impetus to mediation before the parties come to the Court, it does not prohibit a party from non-institutional mediation as a substitute for "Pre-litigation Mediation" before institution of the Suit.

39. C.R.P No.315 of 2026 is found to be devoid of merit and is accordingly dismissed. All the pending applications in the Civil Revision Petition are accordingly dismissed. There shall be no order as to costs.

MD/- MOMINA MEHAR
ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

One Fair Copy to the Hon'ble ~~MD/-~~ JUSTICE MOUSHUMI BHATTACHARJEA
(For His Lordships kind perusal) &

One Fair Copy to the Hon'ble SRI JUSTICE GADI PRAVEEN KUMAR
(For His Lordships kind perusal)

To,

1. The Principal Special Court in the Cadre of District Judge for Trial and Disposal of Commercial Disputes at Hyderabad.
2. 11 LR Copies
3. The Under Secretary, Union of India, Ministry of Law, Justice and Company Affairs, New Delhi

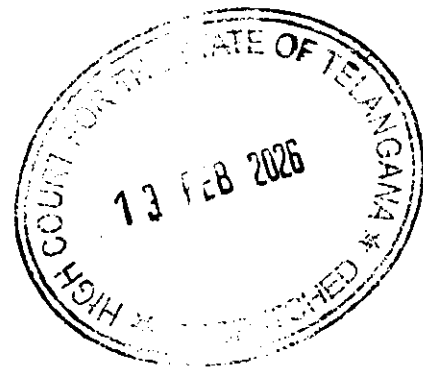
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HIGH COURT

DATED: 11/02/2026

ORDER

CRP.No.315 of 2026



DISMISSING THE CRP WITHOUT COSTS

22 MT
13/2/26