



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 42161 OF 2025
IN
COMMERCIAL SUIT (L) NO. 42160 OF 2025

Limited Liability Company ... Applicant/Plaintiff
EuroChem NW 2

Vs.

Technimont S.P.A. ... Defendants
(Foreign Company Registration
Number F02979)

Mr. Prateek Bagaria a/w. Ms. Priyanshi Vakharia and Mr.
Lakshay Arora i/b. Singularity Legal for the Applicant/
Plaintiff.

Mr. Alok Jain i/b. Mr. Samarth Pawan Saxen for the
Defendant.

CORAM : GAURI GODSE, J.

DATE : 24th DECEMBER 2025

ORDER :

1. This suit is filed seeking reliefs in terms of Section 13 of the Code of Civil Procedure, 1908 ("CPC") by relying upon judgment dated 5th December 2025 passed by Commercial Court of the city of Moscow in favour of the plaintiff. Copy of the judgment is annexed at Exhibit-A to the plaint. Relying upon the said judgment the plaintiff prays for following two

reliefs :

A. Tecnimont S.P.A. (Foreign Company Registration Number : F02979 shall pay Limited Liability Company "EuroChem North-West-2" (Taxpayer Identification Number INN: 4707040090) the amount of RUB 8,05,168,619.35 (or INR equivalent) as unjust enrichment, RUB 3,834,694,789.96 (or INR equivalent) as interest for the use of another's funds and RUB 159,222,357,146.00 (or INR equivalent) as damages.

B. Tecnimont S.P.A. (Foreign Company Registration Number : F02979 shall pay Limited Liability Company "EuroChem North-West-2" (Taxpayer Identification Number INN: 4707040090) interest for the use of another's funds, calculated on the debt amount of RUB 8,058,168, 619.35 (or INR equivalent) using the key rate of the Central Bank of Russia effective during the relevant periods, for the period from November 14, 2025, to the date of actual payment of the debt.

2. Learned counsel for the plaintiff seeks urgent ad-interim relief in terms of prayer clause (C). Learned counsel for the plaintiff submits that there is an apprehension that the funds available with the defendant would be taken out of this country to defeat the plaintiff's right to recover the amount as per the decree passed by the Moscow Court. To support his

submissions learned counsel for the plaintiff relies upon the averment in the plaint in paragraph 29 to 39 to support the apprehension that after the amounts are transferred from India to Italy, the same would cause prejudice and irreparable loss to the plaintiff.

3. To support his submissions learned counsel for the plaintiff relied upon the decision of this court in the case of *Dan Bunkering Limited vs. PFS Shipping India Limited*¹ Learned counsel for the plaintiff strongly relies upon another decision of this court in the case of *Dhirajlal alias Dhirubhaibabaria and Another vs. Navinbhaic Dave and Another*². He submits that this court has taken a view that the presumption in favour of the plaintiff based on the foreign decree, prima facie, would be in favour of the plaintiff, unless the exceptions are proved by the defendant. He submits that this decision was challenged by the defendant before the division bench of this court which reversed the decision of the single judge. However, the Apex Court granted interim relief which continued during the pendency of the suit. He therefore submits that based on the well-settled principles regarding enforceability of foreign judgment in this court in

1 2018 SCC OnLine Bom 1313

2 2011 SCC OnLine Bom 695

terms of Section 13 of the CPC, the plaintiff would be entitled to urgent interim relief.

4. Learned counsel for the defendant seeks time to file affidavit-in-reply. He submits that he has received the papers from his client this morning, hence, he needs time to go through the papers and file affidavit-in-reply for the purpose of opposing the urgent ad-interim relief. Learned counsel for the defendant submits that the plaintiff suffers from suppression of material facts and thus the plaintiff would not be entitled to any relief in the absence of any reply filed by the defendant.

5. Learned counsel for the defendant tenders a copy of the judgment passed by the UK High Court in an application filed by the defendant pursuant to Section 42 of the Arbitration Act, 1996 of UK. He submits that there is an anti-injunction order passed against the plaintiff restraining them from initiating action in the Russian Court. He submits that the litigation in Russian Court and the Court at UK are in respect of the same transaction between the parties. He further on instructions submits that the judgment of the UK High Court was challenged by the plaintiff in the court of

appeals. However, according to his instructions the appeal is dismissed. He submits that the copy of the order is not yet available, hence, he may be granted time to file affidavit-in-reply and place on record the relevant documents and the orders passed by the UK Court in favour of the defendant.

6. In response to the allegations of suppression of material facts, learned counsel for the plaintiff submits that the facts regarding pending proceedings before the UK Court is pleaded in paragraph 23 of the plaint. Learned counsel for the plaintiff submits that in paragraphs 16 and 23 of the plaint he has referred to the discussion by the Russian Court on granting a permanent anti-arbitration injunction against the defendant.

7. I have carefully perused the pleadings in the plaint and the supporting documents. The pleadings in paragraphs 16 and 23 relied upon by the plaintiff, prima facie, do not indicate that the plaintiff has pleaded the particulars about the judgment passed by the UK High Court. A copy of the judgment dated 21st November 2025 passed by the UK High Court between the parties is taken on record.

8. The decision of the learned single Judge in the case of

Dhirajlal alis Dhirubhaibabaria and Another was set aside by the division bench on 2nd February 2012. This was carried to the Apex Court. The order dated 30th July 2015 passed by the Apex Court shows that the order of the High Court was modified and the defendant was directed to furnish bank guarantee.

9. In another decision relied upon in the case of *BNP Paribas (suisse) SA vs. Atit Omprakash Agarwal and Another*³ by the learned counsel for the plaintiff, the decision of the learned single Judge was set aside by the division bench. In an appeal preferred before the Apex Court, a statement was made by the defendant that the immovable assets would not be alienated; hence, the appeal were disposed of by recording statement of defendant to be continued during the pendency of the suit.

10. The legal principles relied upon by the learned counsel for the plaintiff would not be of any assistance to the plaintiff to seek urgent ad-interim relief, in the absence of reply by the defendant.

11. In view of the judgment of the UK High Court tendered

3 2017 SCC OnLine Bom 9063

by the learned counsel for the defendant, prima facie it appears that the plaintiff has not clearly stated the order passed by the UK High Court in the present plaint. The conclusive effect of the foreign judgment submitted by the learned counsel for the plaintiff by relying upon Section 13 of the CPC is always subject to the conditions unless contrary proved by the defendant. Hence, at this preliminary stage the plaintiff would not be entitled to any interim relief, more so, in view of the copy of the judgment tendered by the learned counsel for the defendant passed by the UK High Court. The defendant shall therefore file affidavit-in-reply in the interim application.

12. Learned counsel for the defendant seeks time upto 12th January 2026 for filing affidavit-in-reply to the interim application. Time granted as prayed.

13. Stand over to 13th January 2026.

14. At this stage, learned counsel for the plaintiff vehemently insists that this court should direct the defendant to maintain status quo.

15. For the reasons recorded in the above paragraphs, I do

not see any reason to pass any such order. Hence, the prayer is rejected.

[GAURI GODSE, J.]