

IMPORTANCE, BASIS FOR GRANTING OR REJECTING INTERIM ORDERS **AND IMPORTANCE OF REASONED ORDER.**

In the extended timeline of civil litigation, interim orders act as a **protective mechanism**, preventing one party from unfairly altering the status quo. These orders are not about deciding the final rights but are meant to ensure that the case remains **meaningful and enforceable** when judgment is eventually delivered. Civil litigation in India often spans several years due to procedural delays, complexities of evidence, and multiple stages of adjudication. In such circumstances, it is essential to protect the interests of parties and preserve the subject matter of dispute during the pendency of the suit.

Within the **Code of Civil Procedure, 1908 (CPC)**, interim orders play a vital role in preserving justice. They serve to **maintain fairness**, protect the subject matter, and prevent the litigation from becoming a *“fait accompli”*—an irreversible act completed before the legal process concludes.

What is an Interim Order?

The term *interim* denotes something **temporary or provisional**. An **interim order**—also referred to as an **interlocutory order**—is a court directive issued during the pendency of a suit, aimed at addressing urgent matters before a final resolution.

Such orders are not the ultimate decision in a case. They serve to **safeguard parties’ rights** and the core subject of the dispute until a conclusive judgment is reached. The essence of such judicial measures is captured in the Latin maxim **“Actus curiae neminem gravabit”** – *An act of the court shall prejudice no one.*

After the suit is instituted by the plaintiff and before it is finally disposed of, the court may make interlocutory orders as may appear to the court to be

just and convenient. They are made to assist the parties to the suit in the prosecution of their case or to protect the subject matter of the suit. Courts are constituted to do justice and must be deemed to possess all such powers as may be necessary to do the right and undo the wrong in the course of the administration of justice, during the pendency of proceedings. Hence, interim proceedings play vital role.

For instance, there is a dispute between A and B relating to a property. B makes an application to the court asking the court to restrict A from selling the property to a third party or doing any construction on the said property until the final verdict is pronounced. To protect B's rights and ensure protection and justice for B, the court passes an order for B's relief until the final judgment is given. The order passed is called an interim order.

Interim orders are necessary to deal with and protect the rights of the parties in the interval between the commencement of proceedings and the final adjudication. They enable the court to grant such relief or to pass such order as may be necessary, just, or equitable. They also prevent any abuse of process and play crucial role pending litigation between parties.

Interlocutory Orders:

An **interlocutory order**, on the other hand, is broader in scope. Interlocutory means "in between" that is to say after the commencement of cause, but before its final verdict. These orders are passed by a Court during the pendency of a suit, which do not determine the substantive rights of the parties in respect of the subject matter of the suit or terminate the suit, but relate to the protection or otherwise of the subject matter of the suit. It encompasses any provisional or intermediate ruling made during the pendency of a suit, before the final judgment.

Like *interim orders*, *interlocutory orders* must adhere to strict legal standards. Needless to state that interlocutory orders shall be decided strictly in accordance with law.

Key differences between interim and interlocutory orders:

While both types are non-final and temporary, the differences lie in their purpose, duration and application:

Purpose: Interim orders focus on immediate protective relief (eg., stays, injunctions), whereas interlocutory orders handle a wider range of procedural issues during litigation.

Duration: Interim orders are short-term, often until further hearing or final disposal, and cannot be made absolute without a speaking order. An interim order cannot be made absolute without hearing the parties. Interlocutory orders may persist longer as part of ongoing proceedings.

Urgency and Form: Interim orders may be ex-parte in emergencies, but must still reflect judicial mind; interlocutory orders typically follow notice and hearing.

Challegability: Both can be appealed, but interim orders vacation requires hearing the other party, to uphold natural justice.

Both demand speaking orders, but interim orders face heightened scrutiny due to their impact on parties right during pendency.

Classification of Interim Orders:

According to Section 2 (14) of the Civil Procedure Code, 1908 the word “order” refers to the formal expression of any decision (not a decree) of a civil court. An interim order may be classified into two categories depending on the nature of the direction issued by the court.

1. Directive Order– The courts issue a directive order to instruct either party to act in a specific way until the trial ends or till the time a further order is issued. If not continuing the action would harm the other party, the courts can issue a directive interim order.

2. Restraining Order– The courts issue a restraining order to prevent any of the parties from acting in a specific way while the civil lawsuit is pending. The courts issue these orders to prevent any party from being harmed because the other party may have continued acting upon the issue involved in the suit.

Three Core Principles Behind Granting Interim Orders

Courts grant interim relief based on three fundamental conditions, which the applicant must satisfy:

1. Prima Facie Case

The applicant must present a strong, arguable case that warrants trial. *Prima facie* means “at first glance.” The court doesn’t require concrete proof but must see a genuine legal question worthy of adjudication. It’s about showing **legal merit**, not proving the entire case.

2. Irreparable Injury

There must be a risk of harm that cannot be compensated in monetary terms. The injury must be **substantial, serious, and beyond monetary compensation**.

3. Balance of Convenience

This principle involves weighing hardships. The court compares the inconvenience the applicant would face if relief is denied with the inconvenience to the respondent if relief is granted. The **greater harm** must clearly lie with the party requesting the order.

Everyone must obey the final or interim order passed by the competent court. The party, against whom the order is passed, can take appropriate

measures to withdraw or revoke the interim order if it believes that the order does not comply with the law. However, he cannot refuse to follow the order. Wilful disobedience to the court's instructions will constitute contempt of the court. If a person does not obey the court's order, then the court can also refuse to hear the person's opinion. The rationale underlying the grant of an interim relief remains uniform, *dehors* the diverse statutory and constitutional sources from which a forum can derive such power, i.e., *a forum, entrusted with the power to adjudicate the rights and liabilities of a party, must necessarily possess the power to preserve the subject matter of the dispute and prevent the final decision from being rendered nugatory by irreversible consequences which may ensue during the pendency of proceedings*. The grant of interim relief is, therefore, an indispensable adjunct to the adjudicatory process itself.

Interim orders are not permanent and may be **vacated** if the other party shows there is no cause for interim relief, it may be **modified** as per the changing circumstances and it may be **merged** into the final order upon case disposal.

In the case of ***M. Gurudas & Ors. Vs. Rasaranjan & Ors.***¹ and ***Shridevi & Anr. vs. Muralidhar & Anr.***² the following observations were laid down –

- i. Grant of interim relief regarding the nature and extent thereof depends upon the facts and circumstances of each case as no strait-jacket formula can be laid down.
- ii. There may be a situation wherein the defendant/respondent may use the suit property in such a manner that the situation becomes irretrievable. In such a fact situation, interim relief should be granted to safeguard the rights of the parties involved in the suit.

1. (2006) 8 SCC 367

2. Civil Appeal No.4886/2007, dt.12.10.2007

In the case of **Anand Prasad Agarwalla vs. Tarkeshwar Prasad & Ors**³ it was observed that Interim order is passed based on prima facie findings, which are tentative. Such an order is passed as a temporary arrangement to preserve the status quo till the matter is decided finally, to ensure that the matter does not become either infructuous or a fait accompli before the final hearing.

The object of the interlocutory injunction is, to protect the plaintiff against injury by violation of his right for which he could not be adequately compensated in damages recoverable in the action if the uncertainty were resolved in his favor at the trial.

The Hon'ble Supreme Court in **Manohar Lal Chopra Vs. Rai Bahadur Rao Raja Seth Hira Lal**⁴, case held that the civil court has the power to grant interim injunction in the exercise of its inherent jurisdiction under section 151 even if the case does not fall within the ambit of provisions of Order 39 Code of Civil Procedure. As the main purpose of granting interim relief is to prevent misuse of powers and injustice to the parties. Hence even if a type of interim injunction falls out of the scope of Order 39 it can be granted to ensure and meet the ends of justice.

Basis for Rejecting an Interim Order

A Court will refuse or vacate an interim order if the applicant fails to satisfy the primary conditions or if procedural and equitable bars apply. Common grounds for rejection are:

Weak or Absent case: Failure to present credible material or pleadings establishing a legal right or a prima facie case at first glance.

3. AIR 2001 SC 2367

4. AIR 1962 SC 527

Adequate Remedy at Loss: The anticipated injury is purely financial or minor, meaning damages would suffice as a complete remedy.

Unfavorable Balance: Granting protection would cause severe, disproportionate hardship to the defendant or harm the public interest.

Conduct of the Parties: The applicant is found guilty of concealing material facts, misrepresentation (*suppressio veri / suggestio falsi*), or unclean hands.

Barred or Frivolous Suits: The suit appears fundamentally barred by law or lacking jurisdiction upon preliminary scrutiny.

Section 94 of CPC

In order to prevent the ends of justice from being defeated the Court may, if it is to prescribed-

- i. issue a warrant to arrest the defendant and bring him before the Court to show cause why he should not give security for his appearance, and if he fails to comply with any order for security commit him to the civil prison;
- ii. direct the defendant to furnish security to produce any property belonging to him and to place the same at the disposal of the Court or order the attachment of any property;
- iii. grant a temporary injunction and in case of disobedience commit the person guilty thereof to the civil prison and order that his property be attached and sold;
- iv. appoint a receiver of any property and enforce the performance of his duties by attaching and selling his property;
- v. make such other interlocutory orders as may appear to the Court to be just and convenient.

Sec.94 of CPC is a salutary provision which summarises general powers of a Civil code in regard to different types of interlocutory orders. Sec.94 is not

a substantive provision. It pre-supposes the existence of a main or principal relief for which a supplement relief can be granted. In other words, reliefs enumerated in Sec.94 can only be granted as an aid in or ancillary to the main relief sought by the person seeking the interlocutory order. A suit simply for a supplementary relief is, therefore, not maintainable.

Types of Interim Orders under the CPC

The CPC allows for several types of interim orders, tailored to different case scenarios:

- 1. Arrest and attachment before Judgment (Or-38 CPC)**
- 2. Temporary Injunctions (Or-39, R-1 to 5 of CPC)**
- 3. Interlocutory Orders (Or-39, R-6 to 10 of CPC)**
- 4. Receiver (Or-40 of CPC)**
- 5. Stay Orders**

ARREST AND ATTACHMENT BEFORE JUDGMENT

Arrest Before Judgment

An ad-interim arrest before judgment is a temporary, urgent order issued by a Civil Court to detain a defendant or secure their appearance before final decision is made in a law suit. This is governed by Or-38, R-1 of CPC. It is an extraordinary power used to ensure that a defendant does not escape or obstruct the execution of a potential decree. This provision ensures that defendants do not evade legal obligations by absconding or disposing of assets during litigation.

Legal Provisions and Procedure

Under Order XXXVIII Rule 1, at any stage of a suit, the court may issue a warrant to arrest the defendant and bring them before the court to show cause

why they should not furnish security for their appearance. This applies if the court is satisfied, by affidavit or otherwise, that the defendant intends to:

- *Delay the plaintiff.*
- *Avoid any process of the court.*
- *Obstruct or delay the execution of any decree that may be passed against them.*

The court must have concrete evidence indicating that the defendant has:

- *Absconded or left the local limits of the court's jurisdiction.*
- *Is about to abscond or leave the local limits of the court's jurisdiction.*
- *Disposed of or removed their property or any part thereof from the local limits of the court's jurisdiction.*

Alternatively, if the defendant is about to leave India under circumstances that may obstruct or delay the execution of any decree, the court may also take action.

Essentials for Invocation

To invoke **Order XXXVIII Rule 1**, the following conditions must be met:

- 1. Intent to Obstruct or Delay:** The defendant must have a clear intention to obstruct or delay the execution of any decree that may be passed against them.
- 2. Imminent Absconding or Disposal of Property:** There must be credible evidence that the defendant is about to abscond or dispose of their property to defeat the execution of the decree.
- 3. Satisfaction of the Court:** The court must be satisfied, based on affidavit or other evidence, about the defendant's intent and actions.

In ***Raman Tech. & Process Engg. Co. v. Solanki Traders***⁵, the Hon'ble Supreme Court of India clarified that the power under Order XXXVIII Rule 1 is a preventive measure and not a tool for oppression. The court emphasized that such power should be exercised sparingly and strictly when there is sufficient material to show that the defendant is attempting to remove or dispose of their assets to defeat the execution of a decree.

Additionally, the proviso to Rule 1 states that the defendant shall not be arrested if they pay to the officer entrusted with the execution of the warrant any sum specified in the warrant as sufficient to satisfy the plaintiff's claim. This sum shall be held in deposit by the court until the suit is disposed of or until the further order of the court.

Attachment before Judgment:

Various interim orders are enumerated under the Code of Civil Procedure, 1908 (CPC), which are temporary orders given during the suit's pendency so as to safeguard the subject matter of the suit wherein Order 38 Rules 5-13 exclusively concerns the attachment before judgement. Like arrest before judgement, the court may order attachment before judgement in peculiar circumstances.

Attachment of property before judgement is done for the primary objective of preventing the defendant's attempt to defeat the decree's realization which is passed in favour of the plaintiff.

In ***Sardar Govindrao vs Devi Sahai***⁶, it was observed by the Apex court that, an order for attachment before judgement is given in cases where the plaintiff's application is successful in convincing the court that the defendant had intended either to delay any decree's execution or obstruct it, or is about to

5. (2008) 2 SCC 302

6. 1982 AIR 989

give away the whole or any part of his property from the Court's local limits of the jurisdiction. The only motive behind such order of attachment before judgement is to render satisfaction to the plaintiff that his decree if made would be satisfied. In some way or the other it is a guarantee against decree becoming infructuous for property's availability from which the plaintiff can satisfy the decree. This case has highlighted the grounds on which the court, if satisfied, at any stage of the suit, may direct the party to either pay security of the amount specified in the order, to bring about the property at court's disposal or such property's value or to show reasonable argument as to why the party should not furnish the security.

On court's such order if the party fails to satisfy the conditions of submitting security, within the time fixed by the court, then it might be ordered by the court for the specified property to be attached, as per Rule 6(1). Execution proceeding's provision under order 21 applies to attachment of property before judgement.

However, this ordinary remedy must be used sparingly and with proper care and caution so that it does not act as an oppressing machinery. Hon'ble Delhi High Court in ***Hari Sankar v. Bhoori Devi***⁷, the court held that in order to ascertain if such order has to be made, two conditions should be satisfied:

1. That an attempt of disposing of whole or any part of the property is being made, and
2. Intention behind such disposal is to obstruct or delay the decree's execution passed that might get passed in the other party's favour.

In ***Premraj Mundra v. Mohd. Maneck Gazi***⁸, several principles were laid

7. (CRP No. 570/1973 dated 12.04.1974)

8. AIR 1951 CAL 156

down with respect to order of attachment of property before judgement, some of them were:

1. Where a property's small portion, that belongs to the defendant is being disposed of, it cannot be automatically inferred that the alienation is necessarily to hurdle the claim of the Plaintiff.
2. A mere accusation that the property is being sold by the Defendant is not enough and particulars must be stated.
3. Before the suit is filed, prior transactions could be taken into consideration, but attachment's main aim is to preclude the Defendant from alienating or transferring the property in future.
4. Simply transfer of property is not sufficient as one can't be precluded from exercising his rights with respect to the property only because a suit has been filed. It must be apparently shown by the Plaintiff that such a transfer was made in order to defeat or delay the claim of the Plaintiff. An inference can then be drawn by the court as to the Defendant's intentions behind the disposal of the property, if any. The court would examine the parties' conduct before the suit was filed and the circumstances surrounding.
5. Defendant's insolvent circumstances or financial crisis can be a pertinent circumstance, but it should not be the sole reason.
6. Strictest alertness should be maintained in the case of running businesses, and just because the turnover is meagre, is not sufficient.
7. Taking away properties outside court's jurisdiction is not sufficient, however, if the Defendant, after receiving the notice of Plaintiff's claim, suddenly begins removal of his properties outside the appropriate court's jurisdiction.
8. There lies no responsibility on the Defendant to administer his affairs

with extra care.

9. In cases where the property is sold as per benami transfers or if it is undervalued, it can be indications of the fact that the Defendant's intention is to defeat the plaintiff's claim. Nevertheless, the court must still ascertain the evidence with cautiousness and should not rely on mere allegations.

10. If such circumstances lie, then it would be a question of fact which should be proved to the court's satisfaction. It would not be justified on court's part to issue an attachment order, or seek to furnish security only on a mere thought that no harm would be caused to the Defendant and it shouldn't be at the prejudice of the Defendant.

11. The submissions of the applicant's affidavits wherein contentions are stated must not be indistinct and should be properly verified. It should fulfill the essential ingredients of an affidavit with the source disclosed and should mention the grounds for believing the claim.

Conditional attachment:

The court has ample power to direct conditional attachment. No prior notice is necessary under these cases. However, an opportunity lies with the Defendant to show cause against attachment of his property. It is only after Defendant has been given an opportunity to be heard that a final attachment order is passed. Therefore, this is not an attachment by itself as it will be ineffective until attachment is carried out in accordance with the procedure laid down in the code.

Hon'ble combined High Court of Andhra Pradesh issued circular in **ROC.No.1911/SO/2016, dt.21.07.2016** directing all the judicial officers to forward a copy of the orders of attachments passed in respect of any property under litigation and also, copy of orders, whenever attachments are raised, to

the concerned District Registrar/Sub Registrar to record the same in their registers and to place the same online to enable the public to find the same in Encumbrance Certificates. The Courts shall also maintain a separate register to record the entries relating the communication of the said orders to the District Registrar/Sub Registrar.

TEMPORARY INJUNCTIONS

Temporary Injunctions are issued during the pendency of proceedings in court. An injunction is a judicial process whereby a party is required to do or refrain from doing any particular act. It is a remedy in the form of an order of the court addressed to a particular person that either prohibits him from doing or continuing to do a particular act that is a prohibitory injunction or orders a person to carry out certain acts that are mandatory injunctions. The main purpose of granting interim relief is the preservation of property in dispute till legal rights and conflicting claims of the parties before the courts are resolved or adjudicated.

The underlying object of granting a temporary injunction is to maintain and preserve the status quo at the time of the institution of the proceedings and to prevent any change in it until the final determination of the suit. It is the nature of protective relief granted in favour of the party to prevent future possible injury.

Injunctions can be classified into various types- A permanent injunction will forever restrict a party from performing a specified act, and a ruling can only be granted on the merits of the case after the hearing of both parties is over. It is governed by Sections 38 to 42 of the Specific Relief Act, of 1963.

On the other hand, a temporary injunction restricts the parties temporarily from not performing specified actions and can only be approved before the litigation or until a further court order is dealt with. It is regulated by the Code of

Civil Procedure, 1908. Injunctions will be **preventive** if they prevent, prohibit, or restrict someone from doing something; **or mandatory** when they force or order someone to do something.

An **ad interim injunction** order is granted without finally deciding on an application for an injunction and operates till the disposal of the application. Usually, an interim injunction is granted while finally deciding the main application and the injunction operates till the disposal of the suit.

It is not the plaintiff alone who can apply for an interim injunction, a defendant can also seek an injunction against the plaintiff by applying to the court. An injunction can only be issued against a party to suit and not against a stranger or a third unknown party.

Ex- parte injunctions are granted upon the application of the plaintiff without the defendant being heard. It is only granted where the delay would cause irreparable injury to the plaintiff and the property. The Hon'ble Supreme Court of India between ***Morgan Stanley Mutual Fund V. Kartick Das***⁹, held that when granting an ex parte interim injunction, the following factors had to be considered:

- (a) whether irreparable or serious mischief will ensue to the plaintiff;
- (b) whether the refusal of ex parte injunction would involve greater injustice than the grant of it would involve;
- (c) the court will also consider the time at which the plaintiff first had notice of the act complained so that the making of improper order against a party in his absence is prevented;
- (d) the court will consider whether the plaintiff had acquiesced for some time and in such circumstances it will not grant ex parte injunction;

9. (1994) 4 SCC 225

- (e) the court would expect a party applying for ex parte injunction to show utmost good faith in making the application;
- (f) even if granted, the ex parte injunction would be for a limited period of time;
- (g) general principles like prima facie case, balance of convenience and irreparable loss would also be considered by the court.

Temporary injunctions may be granted by courts in the following cases listed under Order 39 Rule 1: -

- a.** Where any property in dispute in a suit is in danger of being wasted, damaged, or alienated by any party to suit or wrongfully sold in execution of decree, or
- b.** Where the defendant threatens or intends to remove or dispose of his property with the view of defrauding his creditors,
- c.** Where the defendant threatens or intends to cause injury to the plaintiff about any property in dispute in the suit.
- d.** Where a defendant is about to commit a breach of contract or another injury of any kind,
- e.** Where a court is of opinion that in the interest of justice so requires.

The power to grant injunctions should be exercised by the courts reasonably, judiciously, and on sound legal principles. Injunctions should not be loosely granted as it affects the other side. The nature of relief of injunctions should be equitable relief, and the court has undoubtedly the power to impose such terms and conditions as it thinks fit. Such conditions, however, must be reasonable so as not to make it impossible for the party to comply with the same. Generally before granting the relief the court must be satisfied with the following factors:-

- i. Whether the plaintiff has a prima facie case or not?
- ii. Whether the plaintiff would suffer irreparable injury if his prayer for temporary injunction is not granted?
- iii. Whether the balance of convenience is in favor of the plaintiff?

The above three rules are described as “three pillars” on which the foundation of every order of injunction rests. It is also known as the “triple test” for granting interim injunctions. All of these elements are of extreme importance and should discuss in detail before granting an interim injunction. The same was observed by the Hon’ble Apex Court in ***Gujarat Bottling Co. Ltd. V. Coca Cola Co. & Ors.***,¹⁰ and in ***Colgate Palmolive (India) Ltd V., Hindustan Lever Ltd.***,¹¹.

The power to issue injunctions is to be exercised judicially and in the public interest, no interim injunction can cause administrative inconvenience or result in public mischief.

Rule 3 of Order 39 states that the court shall before granting an injunction, give notice to the opposite party, except where it appears that the object of granting the injunction would be defeated by delay. But the proviso added by the Amendment Act of 1976 lays down that when an ex-parte injunction is proposed to be given, the court has to record reasons for coming to such conclusions that the object of granting injunctions would be defeated by delay. In such a case, the court shall endeavor to finally dispose of the application within 30 days from the date on which the ex parte injunction was granted. Where the court is satisfied with the case of the applicant and inclined to grant interim relief, it must consider the interest of the other side. The party at whose instance the interim order is passed should be made accountable for the consequences of such orders. An order granting or refusing an injunction is a

10. (1995) 5 SCC 545 = AIR 1995 SC 2372

11. (1999) 7 SCC 1.

'case decided' within the meaning of Sec.115 of CPC and hence, a revision lies against such an order.

Hon'ble Supreme Court in ***Time City Infrastructure and Housing Limited, Lucknow Vs State of U.P., and Others***¹² clarified the law on ex-parte interim relief under Order 39 Rule 3 CPC. The Court emphasised that ordinarily, an injunction should not be granted without notice to the opposite party. Rule 3 creates a narrow exception where delay would defeat the very purpose of granting injunction. This privilege is accompanied by two obligations: first, the court must record reasons in writing explaining why ex-parte relief is necessary; and second, the applicant must immediately serve on the opposite party copies of the application, supporting affidavit, plaint, and relied-upon documents, and must file an affidavit confirming such service. The Court further held that, if there is non-compliance with these requirements, the ex-parte injunction must be vacated without entering into the merits of the dispute. The applicant, having failed in its duty, cannot be allowed to continue enjoying the benefit of ex-parte relief. The Court clarified that such vacation does not determine the merits of the injunction application, which must then be considered afresh after hearing both parties.

INTERLOCUTORY ORDERS

Interlocutory orders are somewhat similar to temporary injunctions. Interlocutory order only settles intervening matters related to the cause. The court has the power to order the sale of any movable property which is the subject matter of the suit, which is subject to speedy or natural decay, or for any just and sufficient cause desirable to be sold at once.

Rules 6 to 10 of Order 39 provide for making certain interlocutory orders. However, before making such orders the Court shall give notice to the opposite

12. SLP (Civil) No.21747 of 2025

party except in cases where it appears to the Court that such object of making such orders will be defeated by delay. Following are the circumstances where interlocutory orders can be passed by the Courts: -

1. The court has the power to order the sale of perishable property in certain circumstances,
2. Detention, preservation, and inspection of subject matter of suit,
3. It can authorize any person to enter upon or into any land or building in the possession of any other party to such suit,
4. It can authorize any person to take any sample or observation for full information or evidence.

Before making an order under Rule 6 or Rule 7 on an application made for the purpose, the court shall except where it appears that the object of making such order could be defeated by the delay, direct notice thereof to be given to the opposite party.

RECEIVER

The term “receiver” is not defined in the Code of Civil Procedure. However, simply a receiver means a person who receives money from another and renders an account.

According to Kerr, a receiver is a person who is “an impartial person appointed by the court to collect and receive, pending the proceedings, the rents, issues, and profits of land, or personal estate, which does not seem reasonable to court that either party should collect or receive”

The primary object of the receiver is to protect, preserve and manage the property during the pendency of the litigation. A receiver is an officer and is an extended arm of the court, a part of court machinery by which the rights of parties are protected. The purpose of the receiver is to preserve the suit

property and safeguard the interests of the parties to the suit.

Appointment of the receiver is at the discretion of the court as the mode of appointment of the receiver is recognized as the harshest remedy available for the protection, preservation, and enforcement of rights of the parties and it should be allowed in extreme cases and in the circumstances where the interests of justice require such power to be exercised.

Where it appears to the court to be just and convenient, it may appoint a receiver. The principle that is adopted by Indian courts is the same as the Chancery Courts in England for the appointment of receivers. Courts in India have very wide jurisdiction to appoint as well as to remove a receiver in the exercise of their discretion.

Principles:

The following principles must be borne in mind before appointing a receiver.

- i. The appointment of a receiver is the discretionary power of the court
- ii. It is a protective relief. The object is the preservation of the property in dispute pending a judicial determination of the rights of the parties to it.
- iii. A receiver should not be appointed unless the plaintiff prima facie proves that he has a very excellent chance of succeeding in the suit.
- iv. It should only be provided for the prevention of a manifest wrong or injury since it deprives the opposite party of possession of the property before final judgment is pronounced.

A receiver is a person who is independent, impartial, and disinterested in the subject matter of the suit. Generally, a party to the suit should not be appointed as a receiver by the court. But there is no rigid rule that a party to suit cannot be appointed as a receiver.

Powers of receiver Rule 1(d)- a receiver is an officer or representative of the court and he functions under its directions. The court may be conferred upon the receiver any of the following powers:

- i. To institute and defend suits
- ii. To realize, manage, protect, preserve, and improve the property
- iii. To collect, apply and dispose of the rents and profits
- iv. To execute documents or
- v. Such of these powers as it thinks fit.

But he has no power except such as are conferred upon by the order by which he was appointed. It is open to a court to confer all of the above-mentioned powers. They are conditioned by the terms of his appointment. Even when full powers are conferred upon him, he should take the advice of the court in all important matters if he wants to protect themselves.

Duties of receiver Rule 3:- A receiver has to furnish such securities, as the court thinks fit, duly to account for what he shall receive in respect of the property. He has to submit accounts for such periods and in such forms as the court directs. He has to pay the amount due from him as per the direction of the court. Being a representative of the court, he's bound to discharge his duty personally and cannot delegate or assign any of his rights or duties entrusted to him by the court.

Liability of receiver- under rule 4, If the receiver fails to give into the account or is unable to pay the outstanding amount, or due to deliberate breach of contract or negligence caused damage to the goods then the court may instruct the seizure and sale of any of his property, and make up any money due to him.

The five core guiding principles established by the Hon'ble Madras High Court in the land mark case ***T. Krishnaswamy Chetti v. C. Thangavelu Chetti***¹³ govern the appointment of a Court receiver. The five principles (Panch Sadachar) are:

- 1. Discretion of the Court:** The appointment of a receiver pending a suit is not a matter of absolute right; it rests in the sound judicial discretion of the Court.
- 2. Strong Prima Facie case:** The plaintiff must prove a prima facie case showing an excellent and clear chance of succeeding in the suit.
- 3. Emergency or Danger:** Beyond conflicting claims, the plaintiff must demonstrate an urgent emergency, manifest danger, or imminent loss requiring immediate judicial protection.
- 4. Protection of De Facto Possession:** The Court will not appoint a receiver to dislodge a defendant who is in actual (de facto) physical possession unless the property is in medio (enjoyed by no one) or clear fraud/force is established.
- 5. Clean conduct of the Applicant:** The applicant must approach the Court with clean hands, free from blame, and without delay, laches, or acquiescence that disqualifies them from equitable relief.

STAY ORDER

What is a stay order:

A stay order is a specific type of interim order. Its purpose is narrower than an interim order. In general, a stay suspends or halts something that is already in motion, rather than restraining a party from starting something new.

There are two broad kinds of stay in Indian court practice.

Stay of proceedings:

Here, the court pauses the hearing or trial itself. This happens, for example,

13. AIR 1955 Madras 430

where a connected case is pending elsewhere, where a jurisdictional question needs to be resolved first, or where a higher court has directed that the lower proceeding wait for its own decision on a related point.

Stay of an order, decree, or enforcement action:

This is the more common and it suspends the operation or enforcement of a decision that has already been made, pending a challenge to that decision.

- A stay of execution of a decree, pending an appeal, under Order 41 Rule 5 CPC.
- A stay of a government order, demand notice, or administrative action, pending a writ petition under Article 226.
- A stay of an arbitral award, pending a challenge under the Arbitration and Conciliation Act, 1996.

A stay order does not decide who is right. It only freezes the situation so that the outcome is not made irreversible while the challenge is being heard. It is different from an injunction. An injunction restrains a party from doing something going forward, while a stay pauses something that is already underway or already decided.

The Hon'ble Supreme Court in ***Asian Resurfacing of Road Agency Private Limited & Anr. v. Central Bureau of Investigation***¹⁴ dealt with two core issues, firstly, whether an order of framing charge was an interlocutory order or final order and secondly, what is the scope of powers of the high court to stay proceedings of the trial under the Prevention of Corruption Act, 1988 ("PC Act") while entertaining a challenge in SLP, to an order of framing charge. The Hon'ble Supreme Court apart from adjudicating on the aforementioned two issues also considered the issue of prolongation of trial owing to the stay orders passed by the appellate courts and directed that the duration of stay

14. AIR 2018 SC 2039

should not exceed six months unless extended by a specific order. The court thereafter directed that the stay granted by the High Courts would automatically lapse after six months unless extended by a reasoned order, and the concerned trial courts may resume proceedings after the stipulated period without further notice unless an explicit stay extension order is provided. The said direction of the Hon'ble Supreme Court came for reconsideration in another case and on 1st December 2023, the three-judges bench of the court disagreed with the earlier view in *Asian Resurfacing (Supra)* and referred the matter to the constitution bench.

The judgement by the Constitution bench of the Hon'ble Supreme Court in ***High Court Bar Association, Allahabad v. State of Uttar Pradesh***¹⁵ attempts to correct the injustice caused to the parties after the decision in *Asian Resurfacing (Supra)*. The Hon'ble Supreme Court has not only overruled the decision in *Asian Resurfacing (Supra)*, but has also laid down essential principles for the grant of interim relief and the role of the Constitutional courts, whose powers though unfettered, also have certain checks and balances to take note of. The principles of law as laid down by the Constitution Bench of the Hon'ble Supreme Court are summarised herein below:

1. The findings of the court in *Asian Resurfacing (Supra)* are erroneous, the Hon'ble Supreme Court under Article 142 of the Constitution could not have directed the automatic vacation of stay after the expiry of six months. However, in the trials that have already proceeded after the automatic vacation of stay in terms of *Asian Resurfacing (Supra)*, in such cases, the automatic vacation of stay should remain valid.
2. While granting ex-parte ad-interim relief without hearing the affected parties, the High Court should normally grant ad-interim relief for a limited duration. The affected party is at liberty to apply for vacation of stay and such application

15. (2024) 2 SCR 946.

should be decided expeditiously.

3. Hon'ble Supreme Court under Article 142 of the Constitution can always issue procedural directions to the courts, however, while exercising such power Supreme Court cannot affect the substantive rights of the litigants.

4. The constitutional courts should restrain themselves from fixing any timelines on the subordinate courts.

INTERIMS ORDERS IN ARBITRATION PROCEEDINGS

Parties typically turn to courts under Section 9 of the Arbitration Act, praying for a variety of reliefs to safeguard the disputed amount and prevent the alienation or dissipation of the subject-matter property. Under Section 9(ii) (b) of the Arbitration Act, a party may seek protection by securing the disputed amount, often through guarantees provided by the opposing party. Under Section 9(ii)(c) of the Arbitration Act, courts may authorise the detention, preservation, or inspection of the subject-matter of the dispute in arbitration. Additionally, courts have the authority to appoint Receivers under Section 9(ii) (d) of the Arbitration Act. Leveraging the extensive powers outlined in Section 9(ii)(e) of the Arbitration Act, courts can also compel parties to disclose their property holdings, issue attachment orders against third-party respondents, and prohibit parties from disposing of their assets.

In contrast, Section 17 of the Act governs the authority of an Arbitral Tribunal to issue interim measures. Before the 2015 Amendment Act, this section was broadly drafted, allowing the Tribunal to grant various forms of interim protection. However, there was a perception among courts and Arbitral Tribunals that Section 17's scope was narrower compared to Section 9, leading some tribunals to refrain from granting certain interim orders, such as security grants.

The 2015 Amendment Act brought much-needed changes to the grant of interim reliefs by Arbitral Tribunals, clarifying the types of reliefs permissible and aligning them with those available from courts under Section 9. Previously, there was debate over whether an Arbitral Tribunal's power to grant interim reliefs under Section 17 was equivalent to a court's power under Section 9 of the Arbitration Act. However, the legislative amendments and the decision in ***Arcelor Mittal Nippon Steel (India) Ltd. v. Essar Bulk Terminal Ltd.***,¹⁶ have equated the Arbitral Tribunal's powers with those of the Court under Section 9 of the Arbitration Act.

A party invoking Section 9 of the Arbitration Act must be ready and willing to go to arbitration. However, the mere delay in invoking arbitration would not disqualify a party from seeking relief under Section 9 of the Arbitration Act. In such cases, the party aggrieved of the delay in the appointment of an arbitrator always has recourse to Section 11 of the Arbitration Act.

Even with the enactment of the 2015 Amendment of the Arbitration Act, an application for interim relief can still be brought before the Court under Section 9 of the Arbitration Act. This can be done before arbitration proceedings begin, during the proceedings, or after an award is issued but before it is enforced according to Section 36 of the Arbitration Act. In such cases, the Court must assess whether the relief provided under Section 17 would be effective for the applicant or not.

In *Arcelor Mittal Nippon Steel (India) Ltd. (supra)*, the Hon'ble Supreme Court clarified that it was never the legislative intention that even after the conclusion of proceedings on an application under Section 9, relief would be denied, forcing the parties to resort to Section 17 for remedy. It was also held that when an application has already undergone consideration or is in the process of being considered, there is no need to assess the effectiveness of

16. (2022) 1 SCC 712

the remedy under Section 17. This assessment is necessary only when the application is yet to be taken up for consideration.

Applications for interim relief inherently demand swift resolution. Interim relief is granted to support final relief, aiming to safeguard the subject-matter of arbitration and ensure that the arbitration process remains meaningful, preventing the arbitral award from being merely a paper award of no real value.

The criteria for granting interim relief includes (i) demonstrating a strong prima facie case; (ii) showing that the balance of convenience favours granting interim relief; and (iii) proving irreparable harm or loss to the applicant without interim relief.

In ***Essar House (P) Ltd. v. Arcellor Mittal Nippon Steel India Ltd.***,¹⁷ the Hon'ble Supreme Court explained the broader scope of the provisions under Section 9 of the Arbitration Act. The Hon'ble Supreme Court held that all that a court was required to see was whether the applicant for interim measures had a good prima facie case, whether the balance of convenience was in favour of the grant of the prayed interim relief(s), and whether the applicant approached the Court with reasonable expedition. If these conditions were met, a court exercising power under Section 9 of the Arbitration Act ought not to withhold the relief on mere technicalities such as absence of averments, incorporating the grounds for attachment before judgment under Order 38 Rule 5 CPC. In fact, in Essar House case, the Court went to the extent of suggesting that an actual attempt to deal with, remove or dispose of the property with a view to defeat or delay the realisation of an impending arbitral award was not imperative for grant of relief under Section 9 of the Arbitration Act. Rather, a strong possibility of diminution of assets would suffice.

17. 2022 SCC OnLine SC 1219

In a subsequent decision in ***Sanghi Industries Ltd. v. Ravin Cables Ltd.***,¹⁸ the Hon'ble Supreme Court, while speaking of the extent and degree of evidence which must be shown to exist before an order akin to an attachment before judgment could be made, observed as below:

4. ... it appears that the commercial court had passed the order under Section 9(ii)(e) of the Arbitration Act, 1996 to secure the amount in dispute, we are of the opinion that unless and until the preconditions under Order 38 Rule 5 CPC are satisfied and unless there are specific allegations with cogent material and unless prima facie the Court is satisfied that the appellant is likely to defeat the decree/award that may be passed by the arbitrator by disposing of the properties and/or in any other manner, the commercial court could not have passed such an order in exercise of powers under Section 9 of the Arbitration Act, 1996.

5. ... However, unless and until the conditions mentioned in Order 38 Rule 5 CPC are satisfied such an order could not have been passed by the commercial court which has been passed by the commercial court in the present case, which has been affirmed by the High Court.

While it is an undisputed position that the power of a court under Section 9 of the Arbitration Act to frame orders for attachment or require the making of a deposit draws sustenance from the principles which are attracted onto Order 38 Rule 5 CPC. The said position is made clear in the decision of the Hon'ble Supreme Court in *Essar House* case, which holds that a court under Section 9 would not withhold relief on mere technicality and that the applicant is not required to prove actual attempts to deal with, remove, or dispose of the property. As per *Essar House* case, even a strong possibility of diminution would suffice for granting relief under Section 9. However, in the subsequent decision in *Sanghi Industries* case, the Hon'ble Supreme Court appears to have taken a contrary and stricter view by holding that unless and until the

18. 2022 SCC OnLine SC 1329

conditions which guide the exercise of power under Order 38 Rule 5 CPC are found to be satisfied, no interim measure should be formulated.

Interestingly, the decisions in both *Essar House case* and *Sanghi Industries case* are judgments that came to be rendered by Benches comprising an equal coram. In such cases, the courts would be obligated to follow the latter view as enunciated in *Sanghi Industries case*.

In essence, the evolution of legal provisions and judicial interpretations underscores the importance of a flexible yet principled approach towards granting interim reliefs in arbitration proceedings. As India continues to strengthen its arbitration framework, ensuring consistency and clarity in the application of these provisions will be crucial for promoting arbitration as an efficient and effective dispute resolution mechanism.

INTERIM ORDERS UNDER THE HINDU MARRIAGE ACT, 1955

A party who was dependent on his/her spouse for financial support may request the Court to order temporary spousal support during the duration of divorce proceedings, also known as “*alimony pendent lite*” which means “alimony pending litigation”.

According to **Section 24 of the Hindu Marriage Act, 1955**, the wife or the husband can claim maintenance pendent lite and expenses of proceedings, when there is no independent income sufficient for her or his support, and on the application of the wife or the husband, the Court can order the respondent to pay the petition expenses of the proceedings and monthly maintenance during the pendency of the proceedings. However, as far as possible, such petition be disposed of within 60 days from the date of service of notice on the wife or the husband as the case may be.

Under **Section 26 of the Hindu Marriage Act, 1955**, the Court may pass interim and final orders relating to custody, education and maintenance of

children during and after matrimonial proceedings. Court can make temporary arrangements for a child's care while the divorce or separation case is still active. The primary and deciding factor is the best interest and welfare of the child and the Court can consider the child's wish if they are old enough. The Court may also consider the ability of each parent to provide a secure and stable environment for the child's physical and emotional needs apart from child's educational and other development needs. The parents can file a fresh petition later to change custody or support arrangements depending on the change of circumstances. The applications for maintenance and education during the pending proceedings should ideally be decided within 60 days.

CLASSIFICATION OF INTERIM AND INTERLOCUTORY ORDERS ON THE BASIS OF THEIR WORDING

Different expressions, different possible consequences

Although the expression "interlocutory order" is used broadly, the actual language of such orders may differ considerably. The court may grant interim relief subject to conditions, limitations, riders or a specified duration. The wording of the order can therefore become decisive in determining its extent and life.

Common formulations include:

1. "In the meanwhile ... during the pendency of the matter."
2. "Till the next date of hearing."
3. "Till the next date of listing."
4. "List on [date] ... till then the interim order shall operate."
5. "The parties shall maintain status quo till further orders of this Court."

Each formulation may carry a different legal implication.

1. “In the meanwhile”

The expression “in the meanwhile” ordinarily indicates that the interim protection is intended to operate until the occurrence of a subsequent event. The precise event must, however, be determined from the context and language of the order. The expression was considered by the Hon’ble Bombay High Court in ***Govinda Bhagoji Kamable v. Sadu Bapu Kamable***¹⁹, where the court examined whether interim protection granted “in the meanwhile” was restricted to the returnable date or continued until the application was actually heard. The decision illustrates that the phrase cannot necessarily be read as prescribing a fixed expiry date.

2. “Till the next date of hearing”

An order expressed to operate “till the next date of hearing” raises a different question from an order expressly stated to expire on a particular calendar date. If the matter is actually heard on the next date, the court may decide whether to continue, modify or vacate the protection. The difficulty arises when the matter is listed but not heard. The answer in such circumstances may depend upon the precise language of the order and the judicial intention behind it.

3. “Till the next date of listing”

The expression “till the next date of listing” has generated considerable judicial controversy. Some courts have treated the expression as requiring continuation until the court actually considers the matter. Other decisions have interpreted it more strictly and have held that the order expires on the date mentioned unless expressly extended. The divergence becomes particularly apparent when the matter is listed but is not taken up.

19. [2004 (6) Bom CR 552]

4. “Till then”

The expression “till then” generally assumes significance when the court fixes a specific future date and expressly directs that the interim protection shall continue only until that date. The Hon’ble Supreme Court considered this formulation in ***Ashok Kumar v. State of Haryana***²⁰. The Court distinguished earlier orders using the expression “in the meantime” from subsequent orders using “till then” and concluded that the interim order had been extended only up to the specified dates.

5. “Till further orders”

An order directing that a particular arrangement shall continue “till further orders” generally conveys that the protection is not limited to a particular calendar date. Such an order ordinarily continues until the court subsequently modifies, vacates or otherwise replaces it. Nevertheless, even here, the exact wording and context of the order remain important.

Why the distinction matters:

The distinction between these expressions is not merely semantic. A single line in an interim order can determine:

- Whether a restraint continues;
- Whether a party remains protected from eviction;
- Whether criminal proceedings remain stayed;
- Whether a bank guarantee can be invoked;
- Whether a blacklisting order remains suspended;
- Whether contempt proceedings can be maintained; and
- Whether an act undertaken during the intervening period amounts to

20. AIR 2007 SC 1411

violation of a subsisting judicial order.

The interpretation of a few words can therefore generate litigation independent of the original dispute.

View of the Hon'ble Supreme Court of India on Extent, Expiry and Duration of Interim Orders

The Hon'ble Supreme Court has not rendered a large body of decisions specifically addressing the duration and expiry of interim orders. However, two important decisions in *Arjan Singh v. Punit Ahluwalia*²¹ and *Ashok Kumar v. State of Haryana*²² have adopted a relatively strict approach where the language of the order clearly specifies a period of operation. These decisions are particularly significant because they emphasise the actual language used by the court while granting or extending interim relief.

Arjan Singh v. Punit Ahluwalia

Facts: an interim order was passed on 2nd February 1996 restraining Dr Bawa from transferring the property. The order was periodically extended and ultimately remained operative until 16th October 1996. An application for extension was filed, but on the relevant date the Presiding Officer was on leave. The matter was subsequently transferred to another court and the interim order was neither expressly extended nor vacated. The question before the Hon'ble Supreme Court was whether the injunction nevertheless remained operative for the purpose of proceedings under Order XXXIX Rule 2-A CPC and Section 151 CPC.

Hon'ble Supreme Court's conclusion: The Court agreed with the High Court that the injunction had ceased to operate after the date specified in the order. The Court held that where an injunction is expressly operative up to a particular

21. AIR 2008 SC 2718

22. AIR 2007 SC 1411

date, it technically ceases to operate after that date. The fact that the order had previously been extended from time to time did not justify an assumption that it continued indefinitely. The Hon'ble Supreme Court therefore rejected the proposition that an interim order necessarily survives merely because it has not been expressly vacated.

Significance of the decision: The decision establishes an important principle. Where an interim order is expressly made operative only up to a specified date, its continuation beyond that date cannot ordinarily be presumed. The language of the judicial order is therefore of fundamental importance.

Ashok Kumar v. State of Haryana

Facts: The Hon'ble Supreme Court again considered the issue in Ashok Kumar v. State of Haryana. The appellants had challenged acquisition proceedings concerning their land and obtained an interim injunction on 30th August 1997. The interim order was subsequently extended from time to time. The matter was eventually listed for 9th September 1998, but the injunction was not extended. The suit remained pending for some time and was ultimately dismissed for default on 19th August 2000. The question was whether the interim injunction continued until 19th August 2000 or expired on 9th September 1998.

Importance of the wording of successive orders: The Hon'ble Supreme Court examined the language used in the successive interim orders. The original order dated 30th August 1997 used the expression "in the meantime". A similar expression was used in the order dated 24th September 1997. However, subsequent orders beginning from 29th November 1997 used the expression "till then". The Hon'ble Supreme Court treated this distinction as significant.

Holding of Hon'ble Supreme Court: The Court concluded that the interim order had merely been extended from one specified date to another. It rejected

the contention that the respondents could have assumed that the injunction would continue indefinitely until it was expressly vacated. The Court therefore held that the interim order did not continue beyond the date up to which it had been expressly extended.

The above two decisions indicate that the exact language of an interim order is critical.

The following propositions emerge:

- A time-bound interim order does not ordinarily continue automatically beyond the period expressly specified.
- An order extended up to a particular date cannot ordinarily be presumed to continue thereafter.
- The expression used by the court must be examined carefully.
- “In the meantime”, “till then”, “till the next date” and “till further orders” may not necessarily have identical consequences.
- A litigant cannot ordinarily rely upon a presumption that an interim order continues until expressly vacated.
- The court must examine the actual terms of the order before determining whether protection survived.

The jurisprudence concerning the duration and expiry of interim orders reveals an important tension between two competing principles.

The first is the principle of certainty: a litigant should know precisely whether he is subject to a judicial restraint, and a clearly time-bound order should not be presumed to continue indefinitely.

The second is the principle of fairness: a litigant should not suffer merely because the judicial machinery failed to extend, consider or list an interim order despite the litigant having acted diligently.

The decisions in *Arjan Singh v. Punit Ahluwalia* and *Ashok Kumar v. State of Haryana* strongly emphasise the first principle.

REASONS ARE THE BACKBONE OF JUDICIAL ORDERS

"**Reasoned Order**" is a judicial or quasi-judicial decision that elucidates the reasoning behind the verdict, addressing pertinent facts, evidence, and legal principles. This clear rationale promotes transparency, accountability, and fairness, enabling parties to comprehend the basis of the ruling. Reasoned orders are vital for ensuring genuine justice and fostering public trust and it prevents arbitrary decisions.

The Hon'ble Supreme Court in *Union of India v. Mohan Lal Capoor*²³ stressed the necessity of reasoned orders, mandating administrative authorities to justify their decisions. Such accountability ensures transparency and comprehension of the rationale underlying the verdict.

A well-structured reasoned order contains key components i.e., summarized facts, presented evidence, applicable legal framework, reasoning process, and final decision. This cohesive structure guarantees holistic analysis and reinforces logical coherence.

Hon'ble Supreme Court in *S.N. Mukherjee v. Union of India*²⁴ upheld the necessity of reasoning in trials, recognizing its role in higher court reviews for justice assurance.

In the landmark case of *Kranti Associates Pvt. Ltd. v. Masood Ahmed Khan*²⁵, Hon'ble Supreme Court strongly reiterated the critical importance of providing reasoned judgments. This ruling emphasized that articulated reasons are not merely a procedural formality, but a fundamental element of the judicial process. The Court underscored that explicit justifications for decisions are vital in preventing arbitrary actions and ensuring that justice is not only done, but is

23. AIR 1974 SC 87

24. AIR 1990 SC 1984

25. (Civil Appeal 7472/2010 dated 08.09.2010)

also demonstrably seen to be done. By demanding transparency in the decision-making process, the Supreme Court sought to enhance the public's trust in the legal system and hold judicial authorities accountable for their determinations.

The Hon'ble Supreme Court in the case of ***State of Rajasthan V. Rajendra Prasad Jain***²⁶ stated that reason is the heartbeat of every conclusion and without the same it becomes lifeless.

In the case of ***Assistant Commissioner, Commercial Tax Department V. Shukla & Brothers***²⁷ the Hon'ble Supreme Court held that providing of reasons in orders is of essence in judicial proceedings. Every litigant who approaches the court with a prayer is entitled to know the reasons for acceptance or rejection of such request.

In a significant ruling reinforcing the importance of reasoned judicial decision-making, the Hon'ble Andhra Pradesh High Court has held that a judicial order rejecting interim relief cannot be sustained if it does not disclose the reasons for arriving at such a conclusion. Observing that "reasons are the backbone of every order," the Court ruled that a one-line, non-speaking order violates settled principles of law and fails to satisfy the requirements of judicial accountability and transparency. The judgment was delivered by a Division Bench comprising Hon'ble Sri Justice Ravi Nath Tilhari and Hon'ble Sri Justice Subhendu Samanta in ***A. Rajasekhar Gowd v. Union of India & Others***²⁸.

The Division Bench observed that the impugned order was plainly a non-speaking order. The Tribunal had rejected the petitioner's request for interim protection without recording even a single reason in support of its conclusion. The Court noted that neither the factual background of the case nor the

26. (Criminal Appeal No.360/2008 dated 22.02.2008)

27. (2010) 4 SCC 785

28. 2026 LiveLaw (AP) 127.

submissions advanced by the parties had been discussed in the order. Such an approach, according to the Bench, was wholly inconsistent with settled principles governing judicial decision-making.

The Court emphatically observed that reasons constitute the very foundation of every judicial order. Recording reasons is not merely a procedural formality but an essential component of the administration of justice. A judicial authority is expected to demonstrate through its reasoning that it has applied its mind to the issues raised before it. The process of reasoning assures litigants that their submissions have been duly considered and that the conclusion has been reached after careful evaluation of the relevant facts and law.

The Court observed that a judicial order must disclose not only the final conclusion but also the reasons that persuaded the authority to arrive at that conclusion. Without reasons, an order becomes opaque and prevents the parties from understanding why their claims have either succeeded or failed.

While examining the Tribunal's order, the Bench found that it merely rejected the prayer for interim relief without assigning any justification. There was no discussion regarding the petitioner's prima facie case, the balance of convenience, the likelihood of irreparable injury or any other factor ordinarily considered while deciding an application for interim relief. The absence of such analysis rendered the order legally unsustainable.

The Court relied upon the settled jurisprudence of the Hon'ble Supreme Court concerning the necessity of recording reasons in judicial and quasi-judicial orders. Referring to the principles laid down by the Hon'ble Supreme Court, the Bench observed that reasons perform multiple functions within the justice delivery system. They demonstrate fairness, ensure transparency, prevent arbitrary exercise of power and facilitate effective appellate review.

The judgment reiterates one of the most fundamental principles of judicial administration that every judicial order must speak through its reasons. A reasoned order reflects fairness, transparency and judicial accountability, while a non-speaking order undermines public confidence in the justice delivery system. By setting aside the Tribunal's one-line rejection of interim relief, their Lordships reaffirmed that recording reasons is not a matter of convenience but an indispensable requirement of the rule of law. The decision serves as an important reminder to courts and tribunals that justice is not merely about reaching a conclusion but about explaining the legal and factual basis upon which that conclusion rests.

What Happens if an Interim Order is Violated?

Defying an interim order can lead to serious consequences, including:

- Attachment of Property
- Civil Imprisonment
- Striking Out the Defense – Weakening the violator's case in court.

Such defiance is considered **contempt of court**, and the judiciary treats it with utmost seriousness.

CONCLUSION:

Interim measures under CPC are **extraordinary and equitable remedies** granted to prevent injustice during the pendency of suits. They safeguard the rights of parties, preserve the subject matter, and prevent defendants from defeating decrees by unfair means. However, courts exercise these powers **cautiously and judiciously**, guided by established principles and judicial precedents. The ultimate aim is to strike a delicate balance between protecting plaintiffs and safeguarding defendants from undue hardship, thereby ensuring the effective administration of justice. Clarity at the stage of granting interim relief can prevent years of subsequent litigation over whether that relief had

already expired. In that sense, careful drafting of an interim order is not merely a matter of judicial style. It is an essential component of judicial certainty, procedural fairness and effective administration of justice.

Presented by

Smt. M. Kumudini
XI Addl. District Judge,
Gudivada, Krishna District.