



**HIGH COURT OF JUDICATURE FOR RAJASTHAN BENCH AT
JAIPUR**

D.B. Civil Miscellaneous Appeal No. 1246/2026
URN: CMA / 2401U / 2026

Singhania University, A Statutory University Established Under The Singhania University, Pacheri Bari (Jhunjhunu) Act 2008 Having Its Campus At Pacheri Bari, District-Jhunjhunu, Rajasthan-333515 Through Its Authorized Signatory Jyoti Sawroop Arora, S/o Late Sh. H.d. Arora, Aged About 57 Years, R/o W-1999, Second Floor, Uppal Southend, Sohna Road, Gurugram-122018

-----Appellant

Versus

JUNO Software Systems Private Limited, A Registered Company Having Its Office At 303, Pentagon 3, Magarpatta City, Pune-411028

-----Respondent

For Appellant(s)	:	Mr. Swadeep Singh Hora, Adv. Ms. Varuni Agarwal, Adv.
For Respondent(s)	:	Ms. Purvi Mathur, Adv. Mr. Kushagra Sharma, Adv. Mr. Sharad Dadhich, Adv. Mr. Dilip Rathore, Adv.

HON'BLE MR. JUSTICE ARUN MONGA
HON'BLE MR. JUSTICE SANDEEP TANEJA
Order (Oral)

08/07/2026

Per: Arun Monga, J

1. The appellant/university, *inter alia*, seeks quashing of an order dated 13.02.2026, passed by learned Commercial Court No.3, Jaipur, Metropolitan-II, vide which application filed by appellant under Section 9 of the Arbitration and Conciliation Act, 1996 seeking certain interim relief was dismissed.
2. Succinct Factual Background first. The appellant is a statutory University established under the Singhania University Act, 2008. The respondent is an ERP service provider engaged by the appellant under a

Purchase Order dated 04.09.2023, which contains an arbitration clause designating Jaipur as the seat of arbitration.

2.1 Disputes arose between the parties concerning, *inter alia*, billing under Invoice No. JUNO/24-25/152 dated 01.11.2024. The appellant questioned the computation of the number of active students forming the basis of the billing and, upon obtaining the underlying data in August 2025, alleged that the respondent had raised invoices on an inflated student count.

2.2 During the subsistence of these disputes, and after the arbitration clause had been invoked, the respondent discontinued the appellant's access to the ERP system. According to the appellant, this resulted in denial of access to the University's academic data which, under the terms of the Purchase Order, belongs exclusively to the University.

2.3 Aggrieved thereby, the appellant filed an application under Section 9 of the Arbitration and Conciliation Act, 1996 seeking interim protection, including preservation of, and access to, the data. The learned Commercial Court dismissed the application by order dated 13.02.2026.

2.4 Hence, the present appeal.

3. We have heard learned counsel for the parties and perused the material on record.

4. Though the Section 9 application contained certain other prayers also, but the appellant's grievance before us is essentially two-fold:

4.1 First, that the University's data, stored by the respondent on a cloud service, be preserved during the pendency of the arbitration proceedings, which are yet to commence, the application under Section 11 of the Act being stated to be pending;
and

4.2 Second, that the appellant be granted access to the said data in the interregnum.

5. The two reliefs, though related, stand on different footings.

6. At the very outset, upon a query put by us, learned counsel for the respondent, on advance instructions from her client, makes a two-part statement, i.e., (a) the data shall be kept protected until the final outcome of the arbitration proceedings; and (b) as regards access, the appellant would be at liberty to move an appropriate application once the Arbitral proceedings commence, at which stage that relief can be considered.

7. We are one with the aforesaid submission and thus agree with the aforesaid course for our own reasons as stated here after.

7.1 Preservation is the urgent relief. The real and irreversible risk at this stage is the loss, alteration or destruction of the data; if the data perishes, no subsequent order, interim or final, can restore it. The aforesaid statement fully secures the appellant against this risk, and once the data stands preserved, the subject matter of the arbitration is protected. Nothing more is required of a Section 9 court at this juncture.

7.2 Access to the data *pre se* is not time-critical in the same way. On the other hand, whether the appellant is entitled to access at the interim stage, and whether delay in granting it would cause prejudice, are matters that require adjudication on merits. With the constitution of the Arbitral Tribunal imminent (the Section 11 application being pending), that adjudication is deemed more appropriate to be undertaken by the Arbitral Tribunal itself, before whom the appellant may seek such relief under Section 17 upon making out a case.

7.3 The claim for access shall accordingly be adjudicated in due course, as and when such a request is made by the appellant before the Tribunal, uninfluenced by the impugned order or by anything contained herein.

8. As an upshot, in view of the statement made by learned counsel for the respondent, the present appeal is disposed of with observations, *ibid*. The respondent is expected to ensure that the data stored on the cloud service remains protected during the pendency of the lis between the parties, and the appellant's remedy to seek access before the Arbitral Tribunal, once constituted, stands reserved.

9. The appeal stands disposed off accordingly.

10. All pending application(s) also stand disposed of.

(SANDEEP TANEJA),J

(ARUN MONGA),J