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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **O.M.P.(I) 28/2016**

PRITI SARAF Petitioner

Through: Mr. Hemant Manjani, Advocate.

versus

MEERA GOYAL Respondent

Through: Mr. Harish Malhotra, Senior Advocate
with Mr. Tarun Singla, Advocate.

CORAM: JUSTICE S.MURALIDHAR

ORDER

% **04.11.2016**

1. This is a petition under Section 9 of the Arbitration & Conciliation Act, 1996 ('the Act') seeking interim measures against the Respondent.

2. The background to the present petition is that the Petitioner and the Respondent entered into an Agreement to Sell on 24th December 2011 in terms of which the Petitioner agreed to buy and the Respondent agreed to sell an area admeasuring 1205.23 sq. yards of the property at No. 37, Friends Colony, New Delhi for a total sum of Rs.63,28,50,750. In terms of the said agreement, the Petitioner paid the Respondent Rs.12.50 crore at the time of execution of the agreement. Certain post-dated cheques for the sum of Rs.25.50 crore were handed over by the Respondent to the Petitioner as security.

3. It is stated that the Petitioner paid a further sum of Rs. 5.40 crore by way of a cheque. The Respondent has placed along with his reply a copy of the

bank statement showing encashment of the said cheque by the Petitioner on 28th February, 2013.

4. The Petitioner appears to have sent the Respondent a legal notice on 28th January, 2016 making a claim for a sum of Rs.38.10 crore, which according to the Petitioner is owed to her by the Respondent. The Petitioner also invoked the arbitration clause seeking reference of the disputes to arbitration.

5. As far as the present petition is concerned, one of the prayers is that the Respondent should be restrained from parting with possession or alienating the property at No. 37, Friends Colony, New Delhi.

6. At the first hearing of this petition on 19th September, 2016, Mr. Harish Malhotra, learned Senior Advocate had made a statement that till the next date of hearing, his client did not intend to dispose of the suit property. Today, it is pointed out by Mr. Malhotra that what was agreed to be sold was only a portion of the suit property, i.e., to an extent of 1205.23 sq. yards out of a total of 3,930 sq. yards. Secondly he submits that way back on 30th January 2013 itself, the Respondent had terminated the contract and even in the legal demand notice issued by the Petitioner the claim is only for money and not for execution of the sale deed *qua* the property in question. In the circumstances he submits that he has no instructions to continue the statement made on the previous date and the question of any interim relief *qua* the claim of for money at this stage does not arise.

7. The Court accordingly relieves the Respondent of the statement made before the Court on the previous date. Nevertheless with the Court having appointed an Arbitrator by a separate order today in Arb. P. No.585/2016,

the Court leaves it open to either party to seek appropriate interim reliefs in accordance with law before the learned Arbitrator.

8. The petition is disposed of in the above terms.

9. *Dasti.*

NOVEMBER 04, 2016

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S. MURALIDHAR, J.