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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P. 506/2013

VILLAYATI RAM MITTAL PVT. LTD.

..... Petitioner

Through: Ms. Risha Mittal, Advocate.

versus

M/S INSTITUTE FOR SOCIALIST EDUCATION Respondent

Through: Mr. Ashwini Kumar Mata, Senior

Advocate with Ms. Manjula Baxla, Advocate.

CORAM: JUSTICE S. MURALIDHAR

ORDER

17.01.2017

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1. This petition under Section 9 of the Arbitration and Conciliation Act, 1996 ('Act') has been pending since 20th May, 2013.

2. The major premise on which the present petition has been filed is that there is an arbitration clause in the collaboration agreement purportedly entered into between the Petitioner and the Respondent on 8th March, 1995.

3. However, the Respondent has been consistently denying that there is any such collaboration agreement between the parties which contains an arbitration clause. According to the Respondent, there is only one collaboration agreement entered into between the parties and that does not contain any arbitration clause. In the reply filed to this petition, it is averred that "the alleged Collaboration Agreement dated 8.3.1995 was indeed provided to the Respondent by the Petitioner for the first time vide their

Counsel's letter dated 18.2.2013.” Further, it is averred in the reply that “the contents of the Collaboration Agreement are denied on the grounds of being forged and fabricated.”

4. In the meanwhile, the Respondent has filed a suit being CS (OS) No. 526/2013 in which the reliefs sought *inter alia* are for recovery of possession of the second and third floor and portion of the basement of the property in question i.e., Plot No. 9/1, Qutub Institutional Area, opp. JNU, Aruna Asaf Ali Marg, New Delhi – 110067 from the Petitioner. In the plaint in the said suit, a copy of which has been placed on record, it is categorically averred by the Respondent that for the first time it received on 18th February, 2013 from the Petitioner the collaboration agreement dated 8th March, 1995. It is averred therein that it is an unregistered document which was never acted upon by the parties. What, therefore, is apparent is the fact that the Respondent did not admit to there being any collaboration agreement between the parties which contains an arbitration clause.

5. Learned counsel for the Petitioner pointed out that the Petitioner has filed an application under Section 8 of the Act in the aforementioned suit which is pending before the concerned Court. She submitted that the present petition should await the result of the said application.

6. The Court sees no purpose in keeping the present petition pending. In the event that the Petitioner succeeds in the application filed under Section 8 of the Act, it will be open to the Petitioner to revive the prayer for interim relief before the Arbitrator appointed pursuant to such order. Alternatively, it will be open to the Petitioner to seek other appropriate remedies as may be

available in accordance with law.

7. In that view of the matter, the interim order passed by this Court on 17th July, 2013 stands vacated. This will, however, not influence the decision in the application filed under Section 8 of the Act which is stated to be pending before the concerned Court.

8. The petition is dismissed.

S. MURALIDHAR, J

JANUARY 17, 2017

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