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

+ **O.M.P. (I) (COMM) 113/2020 & I.A. 4015/2020**

CONCEPT CAPITAL INFRA PROJECTS PVT LTD

..... Petitioner

Through: Mr. Jatin Sehgal with Mr. Arvind Mahindroo, Adv.

Versus

ANSALS LANDMARK TOWNSHIP PVT LTD Respondent

Through: Mr. Arvind Kumar Gupta, Ms. Purti Marwaha Gupta and Ms. Henna George, Advs

+ **O.M.P. (I) (COMM) 94/2020 & I.A. 4022/2020**

ANSAL LANDMARK TOWNSHIP PVT LTD Petitioner

Through: Mr. Arvind Kumar Gupta, Ms. Purti Marwaha Gupta and Ms. Henna George, Advs

Versus

CONCEPT CAPITAL INFRA PROJECTS PVT LTD

..... Respondent

Through: Mr. Jatin Sehgal with Mr. Arvind Mahindroo, Adv.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

% **27.05.2020**

1. The present petitions have been taken up for hearing through

video conferencing.

2. These two petitions filed under Sections 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as Act), one each by both the parties to the MoU dated 25.06.2015 seek varied interim reliefs.

3. After some arguments, learned counsel for the parties jointly submit that since both the parties are invoking arbitration, this Court may appoint an independent Arbitrator and instead of deciding the present petitions, refer the same to the learned Arbitrator with liberty to the parties to move additional application under Section 17 of the Act, if they so desire. They further agree that till the present petitions and applications, if any, moved under Section 17 of the Act are taken up for consideration by the learned Arbitration, the petitioner, in O.M.P. (I) (COMM) 113/2020 i.e. the second party in MOU, will irrespective of its stand that clause 24 of the MoU is no longer binding, will not in any manner violate clause 24 of the MOU qua any fresh transaction or sale, which the said party may intend to enter into. Similarly, the petitioner in O.M.P. (I) (COMM) 94/2020, the first party in MoU also undertakes not to take any further steps in pursuance to the public notices issued by it or in furtherance to the alleged termination letter dated 07.08.2019, till the applications for interim reliefs are decided by the learned Arbitrator.

4. Accordingly, with the consent of the parties the petitions are disposed off by appointing Mr. Justice Vikramjit Sen (former Judge Supreme Court of India) (Mobile Nos. 8447333366 & 9818000290) is appointed as the sole Arbitrator for adjudication of the disputes and

differences which have arisen between the parties in relation to MoU dated 25.06.2015. Till orders are passed by the learned Arbitrator on the applications for interim reliefs, the parties will remain bound by their statements noted hereinabove.

5. Keeping in view the urgency in the matter, the learned Arbitrator is requested to take up the applications for interim relief expeditiously.

6. It is made clear that this Court has not considered the rival claims of the parties on merits and it will be open for them to raise all pleas permissible in law, before the learned Arbitrator.

7. Before commencing arbitration proceedings, the learned Arbitrator will ensure compliance of Section 12 of the Act.

8. A copy of this order be sent to the learned Arbitrator through electronic means.

9. The petitions along with pending applications are disposed of. The next date of hearing i.e. 18.06.2020 in OMP (I) (COMM) 94/2020 stands cancelled.

10. The order be uploaded on the website forthwith. Copy of the order be also forwarded to the learned counsel through email.

REKHA PALLI, J

MAY 27, 2020

SDP