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

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Date of decision: 21.10.2021

+ **ARB.P. 981/2021**

MAJ. GEN. MANJIT SINGH SANDHIU & ANR..... Petitioners

Through Mr.Siddhant Asthana & Mr.Siddhant
Nath, Advs.

versus

SPLENDOR BUILDWELL
PVT LTD. & ANR.

..... Respondents

Through Mr.Pulkit Malhotra, Adv.

+ **ARB.P. 983/2021**

MUKESH TANEJA & ANR.

..... Petitioners

Through Mr.Siddhant Asthana & Mr.Siddhant
Nath, Advs.

versus

SPLENDOR BUILDWELL
PVT LTD. & ANR.

.....Respondents

Through Mr.Pulkit Malhotra, Adv.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

The hearing has been conducted through video conferencing.

1. Petitioner in the first captioned petition being [ARB.P.981/2021] is Major General Manjit Singh Sandhu and Mrs. Deepak Sandhu and in the

second captioned petition being [ARB.P. 983/2021] is Mr. Mukesh Taneja and Mr. Ranjan Jasuja who have preferred these petitions under the provisions of Section 11 (6) of Arbitration and Conciliation Act, 1996 for appointment of an arbitrator to adjudicate the disputes between the parties.

2. Since parties to the present petitions are similar and even the subject matter of these petitions is more or less similar, therefore, with the consent of counsel representing both the sides, these petitions have been heard together and are being disposed of by this common judgment.

3. According to the petitioner(s), respondents No.1 & 2 companies registered under the Companies Act, 1956 who are said to be sister concerns, entered into a Space Buyers Agreement and Memorandum of Understanding dated 20.04.2016 in [ARB.P.981/2021]; Space Buyers Agreement 01.08.2017 and Memorandum of Understanding dated 27.06.2017 in [ARB.P.983/2021]. The petitioner(s) claims to have paid entire amount of Rs.20,87,400/ towards sales consideration with respect to unit No.419 A, admeasuring super area of 500 sq.ft on the Fourth Floor of Tower-B situated at Spectrum One, Sector-58 in the revenue estate of Village Behrampur, Tehsil Sohna and District Gurgaon, Haryana (in ARB.P.981/2021) and Rs.31,35,000/- towards sales consideration with

respect to unit No.323, admeasuring super area of 1000 sq.ft on the of Tower B situated Spectrum One, Sector-58 in the revenue estate of Village Behrampur, Tehsil Sohna and District Gurgaon, Haryana (in ARB.P.983/2021).

4. Learned counsel for petitioners submits that despite payment of entire sale consideration and meeting the demands for payment so raised by the respondents, the conveyance deed in favour of petitioners has not been executed with respect to the said unit. The respondents sent a letter dated 07.01.2021 (in ARB.P.981/2021) and 04.01.2021 (in ARB.P.983/2021) to the petitioners, raising frivolous pleas and fictitious claims under the Banning of Unregulated Deposit Schemes Act, 2019 and stated that under the provisions of the said Act, the Memorandum of Understandings in question stood terminated.

5. In such circumstances, petitioner filed petitions before District Courts [OMP (I) (Comm.) 174/2021 in ARB.P.981/2021 & OMP (I) (Comm.) 190/2021 in ARB.P.983/2021], wherein the respondents agreed not to alienate the unit subsequently allotted in the favour of the petitioners.

6. It is pleaded on behalf of the petitioners that petitioners vide Notices dated 16.07.2021 (in ARB.P.981/2021) and 04.08.2021 (in

ARB.P.983/2021) invoked the arbitration clause and nominated Shri Rachit Batra as the Sole Arbitrator and invited respondent to give confirmation to the same. However, the respondents replied to the said notice of the Petitioner (in ARB.P.981/2021) on 13.08.2021 and proposed its own sole Arbitrator and in ARB.P.983/2021, respondents neither sent any confirmation nor replied to the notice.

7. At the hearing, learned counsel appearing on behalf of respondents disputed the claims raised by the petitioner, however, very fairly conceded that the disputes *inter se* parties can be resolved through arbitration and prayed this Court that this Court may appoint sole Arbitrator.

8. This Court has heard the submissions advanced by both the sides.

9. Accordingly, **Ms. Anita Sahni, Advocate (Mobile: 9810113256)** is appointed sole Arbitrator in these petitions to adjudicate the dispute between the parties.

10. The fee of the learned Arbitrator shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

11. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

12. With aforesaid directions, the above captioned petitions are accordingly disposed of.

(SURESH KUMAR KAIT)
JUDGE

OCTOBER 21, 2021
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