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

+ **O.M.P.(MISC.)(COMM.) 230/2024**

PAWANJIT SANDHU Petitioner

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv. (M:
9818501011)

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

37 WITH

+ **O.M.P.(MISC.)(COMM.) 231/2024**

MUKESH TANEJA & ANR. Petitioners

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv.

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

38 WITH

+ **O.M.P.(MISC.)(COMM.) 232/2024**

PARMINDER JIT KAUR Petitioner

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv.

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

39 WITH

+ **O.M.P.(MISC.)(COMM.) 233/2024**

MAJ GEN MANJIT SINGH SANDHU
& ANR. Petitioners

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv.

versus

SPLENDOR BUILDWELL PVT LTD
& ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

40 WITH

+ **O.M.P.(MISC.)(COMM.) 234/2024**



KAMINI PURI

..... Petitioner

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv.

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

41

WITH

+

O.M.P.(MISC.)(COMM.) 235/2024

PARMINDER JIT KAUR

..... Petitioner

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv.

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

42

WITH

+

O.M.P.(MISC.)(COMM.) 236/2024

RAJWINDER KAUR SIDHU

..... Petitioner

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv.

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

43

AND

+

O.M.P.(MISC.)(COMM.) 237/2024

PARMINDER JIT KAUR & ANR.

..... Petitioners

Through: Mr. Siddhant Asthana & Mr.
Chhetarpal Singh, Adv.

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: Mr. Sarthak Gupta, Adv.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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18.03.2024



1. This hearing has been done through hybrid mode.

I.A.6252/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 230/2024
I.A.6253/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 231/2024
I.A.6254/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 232/2024
I.A.6255/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 233/2024
I.A.6328/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 234/2024
I.A.6329/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 235/2024
I.A.6330/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 236/2024
I.A.6331/2024 (for exemption) in O.M.P.(MISC.)(COMM.) 237/2024

2. These are applications seeking exemption from filing originals/certified/cleared/typed or translated copies of documents, left side margins, electronic documents, etc. Original documents shall be produced/filed at the time of Admission/Denial, if sought, strictly as per the provisions of the DHC (Original Side) Rules, 2018.

3. Exemption is allowed, subject to all just exceptions.

4. Accordingly, the applications are disposed of.

O.M.P.(MISC.)(COMM.)s 230/2024, 231/2024, 232/2024, 233/2024, 234/2024, 235/2024, 236/2024, 237/2024

5. These are petitions under Section 29A of the Arbitration and Conciliation Act, 1996 (*hereinafter, the 'Act'*) seeking extension of the mandate of the Id. Sole Arbitrator, Ms. Anita Sahani. Disputes had arisen between the parties in terms of the Memorandum of Understanding (*hereinafter, 'MoU'*) and Space Buyer Agreement (*hereinafter, 'SBA'*) entered into on different dates.

6. In **O.M.P.(MISC.)(COMM.) 230/2024** the Petitioner and the Respondent entered into an MoU and SBA on 11th October, 2016 in respect of property-Unit No. 411, Fourth floor, Tower-D, Spectrum one, Sector-58, Gurugram. In terms of clause 34 of the MoU and clause 31 of the SBA, the



ld. Sole Arbitrator entered reference on 14th March, 2022. The mandate of the arbitrator is expiring on 5th April, 2024.

7. In **O.M.P.(MISC.)(COMM.) 231/2024** the Petitioner and the Respondent entered into an MoU on 27th June, 2017 and an SBA on 1st August, 2017 with respect to property-Unit No. 323, Third floor, Tower-B, Spectrum one, Sector-58, Gurugram. In terms of clause 37 of the MoU and clause 31 of SBA, the ld. Sole Arbitrator entered reference on 13th November, 2021. The mandate of the arbitrator has expired on 27th February, 2024.

8. In **O.M.P.(MISC.)(COMM.) 232/2024** the Petitioner and the Respondent entered into an MoU and SBA on 6th May, 2015 with respect to property- Unit No. 205, Second Floor, Tower B, Spectrum One, Sector-58, Gurugram. In terms of clause 37 of the MoU and clause 31 of SBA, the ld. Sole Arbitrator entered reference on 6th October, 2021. The mandate of the arbitrator has expired on 27th February, 2024.

9. In **O.M.P.(MISC.)(COMM.) 233/2024** the Petitioner and the Respondent entered into an MoU and SBA on 20th April, 2016 with respect to property- Unit No. 419A, Fourth Floor, Tower B, Spectrum One, Sector-58, Gurugram. In terms of clause 37 of the MoU and clause 31 of the SBA the ld. Sole Arbitrator entered reference on 13th November, 2021. The mandate of the arbitrator has expired on 27th February, 2024.

10. In **O.M.P.(MISC.)(COMM.) 234/2024** the Petitioner and the Respondent entered into an MoU and SBA dated 1st September, 2015 with respect to property- Unit No. 324, Third Floor, Tower B, Spectrum One, Sector-58, Gurugram. In terms of clause 37 of the MoU and clause 31 of the SBA, the ld. Arbitrator entered reference on 6th October, 2021. The mandate



of the arbitrator has expired on 27th February, 2024.

11. In **O.M.P.(MISC.)(COMM.) 235/2024** the Petitioner and the Respondent entered into an MoU and SBA on 28th July, 2017 with respect to property- Unit No. 404, Fourth Floor, Tower D, Spectrum One, Sector-58, Gurugram. In terms of clause 34 of the MoU and clause 31 of the SBA, the Id. Arbitrator entered reference on 6th October, 2021. The mandate of the arbitrator has expired on 27th February, 2024.

12. In **O.M.P.(MISC.)(COMM.) 236/2024** the Petitioner and the Respondent entered into a MoU and SBA on 1st June, 2015 with respect to property- Unit No. 405, Fourth Floor, Tower D, Spectrum One, Sector-58, Gurugram. In terms of clause 27 of the MoU and clause 31 of the SBA, the Id. Arbitrator entered reference on 5th April, 2022. The mandate of the arbitrator will expire on 5th April, 2024.

13. In **O.M.P.(MISC.)(COMM.) 237/2024** the Petitioner and the Respondent entered into a MoU and SBA on 25th October, 2016 with respect to property- Unit No. 412, Fourth Floor, Tower D, Spectrum One, Sector-58, Gurugram. In terms of clause 34 of the MoU and clause 31 of the SBA, the Id. Arbitrator entered reference on 6th October, 2021. The mandate of the arbitrator has expired on 27th February, 2024.

14. It is submitted by Id. Counsel for the parties that the proceedings before the Id. Arbitrator are the stage of final arguments. Accordingly, they pray for a six months extension of the mandate of the Id. Sole Arbitrator.

15. Considering the fact that final arguments are underway, the prayer of the parties is acceded to. Accordingly, the mandate of the Id. Sole Arbitrator is extended by another six months i.e. in **O.M.P.(MISC.)(COMM.)s 230/2024 & 236/2024**, from 5th April, 2024 and **O.M.P.(MISC.)(COMM.)s**



231/2024, 232/2024, 233/2024, 234/2024, 235/2024, 237/2024 from 27th February, 2024.

16. All petitions are disposed of.

PRATHIBA M. SINGH, J.

MARCH 18, 2024/dk/rks