



2024 : DHC : 3337



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

Date of Decision: 26th April, 2024

+ **O.M.P. (T) (COMM.) 87/2023 & I.A. 18344/2023**

CHETANYA BUILDCON PVT. LTD. & ORS. Petitioners

Through: Mr. Sudhir Nandrajog, Sr. Adv. with
Mr. Shreyans Singhvi, Ms. Akanksha
Agrawal & Ms. Tanuja Singh, Adv.
(M-9971412456)

versus

HARPAL SINGH & ORS.

..... Respondents

Through: Mr. Naman Dutt, Adv. (9999960283).
Ms. Shobhana Takiar, S.C for DDA
with Mr. Kuljeet Singh, Adv. for
DDA (9810962950).

+ **O.M.P. (T) (COMM.) 15/2024 & I.A. No.3841/2024**

CHETANYA BUILDCON PVT. LTD. & ORS.

..... Petitioners

Through: Mr. Sudhir Nandrajog, Sr. Adv. with
Mr. Shreyans Singhvi, Ms. Akanksha
Agrawal & Ms. Tanuja Singh, Adv.
(M-9971412456)

versus

HARPAL SINGH & ORS.

..... Respondents

Through: Mr. Naman Dutt, Adv. (9999960283).



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+

O.M.P.(MISC.)(COMM.) 90/2024**HARPAL SINGH & ORS.**

..... Petitioners

Through: Mr. Naman Dutt, Adv. (9999960283).

versus

CHETANYA BUILDCON PRIVATE LIMITED**& ORS.**

..... Respondents

Through: Mr. Sudhir Nandrajog, Sr. Adv. with
Mr. Shreyans Singhvi, Ms. Akanksha
Agrawal & Ms. Tanuja Singh, Advs.
(M-9971412456)**CORAM:
JUSTICE PRATHIBA M. SINGH****Prathiba M. Singh, J.(Oral)**

1. This hearing has been done through hybrid mode.
2. The following three petitions concern the same property bearing '**B-10, Anand Niketan, New Delhi – 110021**' (hereinafter, '*subject property*')

<i>Petition no.</i>	<i>Provision of Arbitration and Conciliation Act, 1996</i>	<i>Petitioners</i>	<i>Respondents</i>
<i>O.M.P. (T) (COMM.) 87/2023</i>	Section 14(2)	1. Chetanya Buildcon Pvt. Ltd., 2. Vinod Saluja 3. Ankush Saluja	1. Harpal Singh 2. Amit Goyal 3. Riya Goyal
<i>O.M.P. (T)</i>	Section	1. Chetanya	1. Harpal Singh



(COMM.) 15/2024	14(2)	Buildcon Pvt. Ltd., 2. Vinod Saluja 3. Ankush Saluja	2. Amit Goyal 3. Riya Goyal
O.M.P.(MISC.) (COMM.) 90/2024	Section 29A(5)	1. Harpal Singh 2. Amit Goyal 3. Riya Goyal	1. Chetanya Buildcon Pvt. Ltd., 2. Vinod Saluja 3. Ankush Saluja

3. **O.M.P. (T) (COMM.) 87/2023** has been filed under Section 14(2) read with Section 32(2)(c) of the Arbitration and Conciliation Act, 1996 (*hereinafter, '1996 Act'*), *inter alia*, seeking termination of the mandate of the Id. Sole Arbitrator. According to the petition, the extension/continuation of the mandate is not necessary, as a suit being **CS(OS) 48 of 2022** has been filed regarding the subject property. It is argued that there is likelihood of conflicting rulings if one matter continues before the Id. Arbitrator and the suit is before the Court.

4. Regarding the disputes arising out of the agreement dated 10th September 2020, subject matter of **O.M.P. (T) (COMM.) 87/2023**, Harpal Singh, Amit Goyal, and Riya Goyal have filed a petition being **O.M.P. (MISC.) (COMM.) 90/2024**, seeking the extension of the mandate of the Id. Sole Arbitrator.

5. Another petition, **O.M.P. (T) (COMM.) 15/2024**, has been filed seeking termination of the mandate of the Id. Sole Arbitrator. It is argued, that since the mandate of the Id. Sole Arbitrator has terminated by operation of law under Section 29A of the 1996 Act, the Id. Sole Arbitrator has become *de jure* incapable to continue with the arbitration proceedings.



6. The Court has considered the matter in respect of the subject property.
7. **OMP (T) (COMM.) Nos. 87/2023** and **15/2024**, which have been filed, are for the termination of proceedings pending before the Id. Sole Arbitrator, Mr. Sushil Dutt Salwan. **OMP (MISC.)(COMM.) 90/2024** seeks an extension of the mandate of the Id. Sole Arbitrator. **CS(OS) 48/2022** is a suit for specific performance in respect of the subject property.
8. This Court has attempted to bring about some consensus between the three contesting parties including Chetanya Buildcon Pvt. Ltd. and Saluja family. The proposal dated 23rd April, 2024, given by Chetanya Buildcon Pvt. Ltd. and the Saluja family reads as under:-

“5. In or about December 2021, Mr. Harpal Singh along-with Mr. Amit Goyal and Mrs. Riya Goyal illegally and forcefully took possession of the premises situated at B-10, Anand-Niketan. At this time 75% of the redevelopment work stood completed in respect of the aforesaid premises. It is stated that it was expected that a sum of Rs. 4,00,00,000/- (Rupees Four Crores) was required to complete the redevelopment of the entire property including the 2nd Floor.

(i) A sum of Rs. 1,53,90,430 is lying deposited before this Hon'ble Court in CS(OS) No. 48 of 2022 (Rajesh Kumar Keshri vs. Harpal Singh & Ors.) which ought to be released in favour of Chetanya Buildcon Pvt. Ltd. which shall be used for completion of the second floor of the aforesaid property.

(ii) The stock/inventory which was lying at the site aggregating to Rs. 70,00,000/- (Seventy Lakhs) and stock/inventory stored in warehouse aggregating to Rs. 67,00,000 (Sixty-Seven Lakhs) have been utilised in the completion of the ground, first floor, third floor and



terrace of the aforesaid premises by Mr. Harpal Singh, Mr. Amit Goyal and Mrs. Riya Goyal.

(iii) A sum of Rs. 30,56,687.85/- (Thirty Lakhs Fifty-Six Thousandc Six Hundred and Eighty-Seven) is lying deposited in the escrow account in terms of the Settlement Agreement dated September 10, 2020, is to be released in favour of Chetanya Buildcon.

(iv) In terms of the Property Development Agreement dated July 27, 2018, a sum ofRs. 60,00,000/-(Sixty Lakhs) is outstanding from Mr. Amit Goyal and Mrs. Riya Goyal.

(v) A further sum of Rs. 78,00,000/- approximately is outstanding from Mr. Harpal Singh, Mr. Amit Goyal and Mrs. Riya Goyal on account of GST paid by Chetanya Buildcon Pvt. Ltd.

(vi) It is stated that a sum of Rs. 34,75,000/- has been paid to Mr. Harpal Singh and Rs. 16,25,000/- has been paid to Mr. Amit Goyal towards delay compensation.

It is submitted that Chetanya Buildcon Pvt. Ltd. is ready and willing to give up its claims in respect of the monies lying in the escrow account and outstanding dues in terms of the Property Development Agreement from Mr. Amit Goyal and Mrs. Riya Goyal.”

9. The above proposal is not acceptable to either of the parties contesting the matter, both in arbitration and in the specific performance suit.

10. Mr. Naman Dutt, appearing for the co-owners of the subject property, submits that the final arguments in the arbitration proceedings are being heard today before the Id. Sole Arbitrator. The Plaintiff who filed **CS(OS)**



48/2022, is also unwilling to proceed with arbitration before the same Id. Sole Arbitrator.

11. On behalf of Chetanya Buildcon Pvt. Ltd. and the Saluja family, Id. Senior Counsel Mr. Sudhir Nandrajog submits that this would lead to multiple and contradictory findings.

12. Considering the fact that the proceedings have been continuing independently, and that the Section 8 application in **CS(OS) 48/2022** has already been withdrawn, since the proposal from Chetanya Buildcon Pvt. Ltd. and the Saluja family is not acceptable to either party, it is directed as follows: -

- (i) **OMP (T) (COMM.) Nos. 87/2023** and **15/2024** shall stand dismissed.
- (ii) In **OMP (MISC.)(COMM.) 90/2024**, the mandate of the Id. Sole Arbitrator is extended till December, 2024. The arbitral award shall be pronounced by the said date.
- (iii) The proceedings in **CS(OS) 48/2022** shall continue independently of the arbitration proceedings.

13. All the three petitions stand disposed of in the above terms. All pending applications are disposed of in the above terms. Next date of hearing in **OMP (T) (COMM.) Nos. 87/2023** stands canceled.

PRATHIBA M. SINGH
JUDGE

APRIL 26, 2024

A/dn