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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 311/2022, I.A. 763/2023, I.A. 8463/2023**
SGN UNIVERSAL CONSTRUCTION COMPANY PVT LTD

..... Petitioner

Through: Mr. Dayan Krishnan, Senior Adv. with
Ms. Manvi Priya, Ms. Aakashi Lodha,
Mr. Sukrit Seth, Mr. Utkarsh Kumar,
Advts.

versus

MORPHEUS PRODEVELOPERS PVT LTD Respondent

Through: Mr. Sanjeev Kapoor, Ms. Saman
Ahsan, Ms. Srijata Majumdar, Mr.
Rahul Sangwan, Advts.
Mr. Jitender Chaudhary, Ms. Shilpa
Chohan, Ms. Rajbala, Advts.
Mr. Yogesh Sharma, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
15.03.2024

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1. This is a petition under Section 9 of the Arbitration and Conciliation Act, 1996 seeking to restrain the respondent from creating third party rights in respect of Tower 5 of the project under the name and style of 'Morpheus Bluebell' located at Plot No. GH-04, Sector 04, Greater Noida (West), Gautam Budh Nagar.
2. On 04.11.2022, this Court granted interim orders in favour of the petitioner thereby restraining the respondent from creating third party rights



in respect of unit in Tower No. 5 of the project under the name and style of 'Morpheus Bluebell' located at Plot No. GH-04, Sector 04, Greater Noida (West), Gautam Budh Nagar.

3. The said order is still continuing and on a 39(2A) filed by the petitioner, notice has also been issued.

4. Mr. Sharma, learned counsel for the respondent states that as per the best case of the petitioner, the petitioner has only invested about Rs. 20,50,00,000/- and the same can be secured. For the rest, the petitioner cannot have any right on inventory worth more than 150 crores.

5. After some time, the parties are agreeable for appointment of a Sole Arbitrator for adjudicating the disputes arising between them.

6. With consent of parties, Justice R. Bhat (Retd.) (Mob. No.- 9818000160) is appointed as a Sole Arbitrator to adjudicate the disputes between the party.

7. The present petition will be treated as a Section 17 application before the Sole Arbitrator and the Sole Arbitrator is requested to adjudicate the Section 17 application within a period of 3 months from entering reference. The same is disputed by Mr. Krishnan, learned senior counsel for the petitioner.

8. The fee of the Arbitrator will be as per Delhi International Arbitrator Centre rates and fee schedule.

9. The petitioner is also at liberty to agitate its contempt before the Sole Arbitrator.

10. The interim orders of 04.11.2022 and 16.01.2023 shall continue till 3 months.

11. There is an application filed by M/s Abel Space Solutions stating that



the agreement between the petitioner and the respondent dated 22.02.2017 stands novated by a separate agreement dated 24.10.2021 between the applicant i.e., M/s Abel Space Solutions, the petitioner and respondent.

12. Though, Mr. Krishnan, learned senior counsel for the petitioner states that there is an MoU dated 24.10.2021, he states that the same does not novate the agreement between the petitioner and the respondent.

13. M/s Abel Space Solutions and M/s G2B Constructions are at liberty to initiate appropriate legal proceedings in respect of the agreement dated 24.10.2021.

14. The petition is disposed of with the above directions.

JASMEET SINGH, J

MARCH 15, 2024/DM

[Click here to check corrigendum, if any](#)