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

+ **ARB.P. 1347/2023**

MAKALA INFRASTRUCTURE LIMITED Petitioner

Through: Mr Preet Singh Oberoi and Ms.
Ananttika Singh, Advocates (M:
9870563366).

versus

PYRAMID PROPMOTO LLP & ANR. Respondents

Through: Mr. Aman Nandrajog and Ms. Shreya
Singh, Advocates for R-1 (M:
8448065574).

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WITH

O.M.P.(I) 3/2024 and I.A. 3409/2024

PYRAMID PROPMOTO LLP Petitioner

Through: Mr Preet Singh Oberoi and Ms.
Ananttika Singh, Advocates (M:
9870563366).

versus

MAKALA INFRASTRUCTURE LIMITED & Anr. Respondents

Through: Mr. Aman Nandrajog and Ms. Shreya
Singh, Advocates for R-1 (M:
8448065574).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **12.02.2024**

1. This hearing has been done through hybrid mode.
2. These are two petitions under Section 11(6) and under Section 9 of the Arbitration and Conciliation Act.



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3. The disputes arise out of MOU dated 17th January, 2022 which is a MOU cum Agreement to Sell. The parties *i.e.* the Petitioner-Makala Infrastructure Limited and Pyramid Propmoto LLP had entered into the said agreement and M/S Ocimum Estates Pvt. Ltd. was the confirming party that is Respondent No.2.

3. According to the agreement, the Petitioner had agreed to sell to the Respondent No. 1, the following properties (hereinafter referred as the '*subject property*')

- i. 2.225 acres falling in revenue estate of village Daulatabad, Kadipur, Tehsil and District Gurugram (Haryana) more particularly described in Schedule I A hereunder ("Land Parcel 1")
- ii. agricultural land admeasuring 2.306 acres falling in revenue estate of Village Daulatabad, Kadipur, Tehsil and District Gurugram (Haryana) more particularly described in Schedule I B hereunder ("Land Parcel 2").

4. In terms of the said agreement, the total consideration agreed was Rs.53 crores (Rs.38 crores for Land Parcel 1 and Rs.15 crores for Land Parcel 2). Respondent No. 1 had paid a sum of Rs.5 crores to the Petitioner in respect of this agreement at the time of its execution and the remaining Rs. 48 crores were to be paid in terms of the agreement. However it is averred that the Respondent no.1 did not fulfil its obligations as per the agreement even after certain reminder notices were sent, which led to disputes between the parties.

5. The agreement consists of an Arbitration Clause which reads as under:-



“8.DISPUTE RESOLUTION:

In case of any dispute or difference arising between the parties to the Memorandum of Understanding, the parties shall refer the same to arbitration before a sole arbitrator to be appointed by Vendor and Vendee mutually. The proceeding shall be governed by the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and the venue/seat of arbitration shall be Delhi. The costs of arbitration shall be borne by the parties in equal proportion.”

6. The Petitioner in the Section 11(6) petition submits that a Sole Arbitrator may be appointed. This is not even disputed by Respondent No. 1. Insofar as Respondent No. 2 is concerned, Id. Counsel submits that she may be permitted to seek deletion in the arbitral proceedings. Respondent No. 1 opposes the deletion of Respondent No. 2.

7. Accordingly, **Justice A.K. Pathak (Retd.) (9910384602)**, is appointed as a Id. Sole Arbitrator in this matter to adjudicate the disputes. The arbitration shall take place under the aegis of the DIAC. The fee of the Id. Sole Arbitrator shall be payable as per the fourth schedule of the Act as amended by DIAC Rules.

8. Parties to appear before the DIAC on 26th February, 2024.

9. Petition is disposed of with all pending applications, if any.

O.M.P.(I) 3/2024

10. This is a Petition under Section 9 of the Arbitration and Conciliation Act filed seeking certain interim relief. Since the Court has appointed the Id. Sole Arbitrator today, parties may appear before the Id. Arbitrator on 26th February, 2024.



11. On the said date, Respondent No. 1 may present the said application as a Section 17 application in which the Id. Sole Arbitrator shall hear the parties and shall pass orders in accordance with law.
12. Mr. Aman Nandrajog, Id. Counsel for Respondent No.1 submits that the Section 11(6) petition filed before the Punjab and Haryana High Court shall be withdrawn by his client.
13. Let a copy of this order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.
14. Petition is disposed of with all pending applications, if any.

PRATHIBA M. SINGH, J.

FEBRUARY 12, 2024/mr/ks