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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 18/2025 & I.A. 1177/2025, I.A. 9047/2025
PRATAP & ORS.

.....Petitioner

Through: Mr. Pragyan Pradip Sharma, Mr.
Parmanand Yadav, Mr. Aman, Mr. Rustam
Chaudhuri, Advs.

versus

HOMETOWN PROPERTY PRIVATE LIMITED & ANR.

.....Respondent

Through: Mr. Hrishikesh Baruah, Mr. Anurag
Mishra, Mr. Utkarsh Dwivedi, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

05.05.2025

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1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking directions against the respondent not to sell/ allot/ alienate or part with possession in respect of the unsold area in property called M/s Oodles Sky Walk at Sector 83, Gurgaon, Haryana.
2. The facts are that the petitioners, who are the legal heirs of Mr. Dharam Singh entered into an Agreement for development of a commercial project on land bearing land measuring 3.475 acres situated at Village Sihi, Tehsil Manesar, Sector-83, Gurgaon, Haryana.
3. The clause 8 of the Agreement reads as under:-

“8. That the entire amount required for the cost of development of the said Commercial Project including the charges and fees of the Architect preparations of plans as also all other statutory fees and incidental charges including scrutiny fees, license fees, conversion charges, service charges



internal/ external charges, Infrastructure Development charges, electricity and water charges, bank guarantee, any type of renewal charges payable now or in future to the govt. and or nay other authority for the provision of peripheral services to the said land as may be prescribed by the concerned authority, shall be wholly to the account of the developer. The project to be, developed by the developer shall be standard specification and material employed and facilities provided shall be comparable to see used, employed or provided in any other project in vicinity. The owners shall be at liberty to earmark their entitlement of 22% sanctioned FAR in the proposed project in one consolidated block being the owners share from the total area. The developer shall be at liberty to launch the project and marketed at any stage leaving the earmarked area of the owner's allocation.”

4. Subsequently, the 22% allotment of the petitioner was increased to 30% on 12.11.2013.
5. Mr. Dharam Singh passed away on 05.12.2020 and the respondents have carried out construction out of their own funds in the said property.
6. The grievance of the petitioner is that the 30% of the area of the property has not been allocated in 1 consolidated block as far as the petitioner is concerned.
7. The same is disputed by Mr. Baruah, learned counsel for the respondent stating that the large portion of the property was sold with consent of Mr. Dharam Singh and he was agreeable to the areas allocated to him.
8. It is only after the death of Mr. Dharam Singh that the petitioners are raising these issues to extract extra money/ areas from the respondent.



9. He relies on the letter dated 18.03.2019 addressed to Mr. Dharam Singh, wherein the areas earmarked to share was duly brought to his notice and the letter dated 14.11.2013 given by Mr. Dharam Singh, authorising the respondent to sell the property on his behalf.
10. Mr. Sharma, learned counsel for the petitioner, on instructions, denies the submissions.
11. On 17.01.2025, this Court directed the respondents to maintain *status quo* with regard to title and possession of the subject property.
12. After some arguments, both the parties are agreeable that the petitioners and the respondent be referred to arbitration. For the said reasons, Ms. Justice Mukta Gupta (Retd.) (Mob: 9650788600) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties with the following directions:-
 - i) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - ii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims



and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

v) The parties shall approach the learned Arbitrator within two weeks from today.

13. The present petition will be treated as a Section 17 application and the arbitrator will decide the same expeditiously and in any case, not later than 8 weeks from entering reference.
14. The petitioner will be at liberty to add/ delete or amend the petition before the learned sole arbitrator.
15. The interim order dated 17.01.2025 shall continue till the learned arbitrator modifies/ vacates or alters the same.
16. The right to file claims/ counter-claims / address arguments are all left open to the learned arbitrator to adjudicate, uninfluenced by the observations made in the order.
17. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 5, 2025 / (MS)

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