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

+ O.M.P.(I) (COMM.) 50/2025, I.A. 14422/2025

SURINDER BHAMBRI

.....Petitioner

Through: Mr. Anshuj Dhingra, Ms.
Akansha Sharma, Advs.

versus

GEETA ARORA

.....Respondent

Through: Mr. Sarthak Katyal, Mr Prince
Wadhwa Rajesh Binjola, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

04.08.2025

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1. This is a petition filed under Section 9 of Arbitration and Conciliation Act, 1996 seeking interim injunction against the respondent from alienating, disposing of, dealing with or creating any third party right(s) in respect of and/or over the second floor of the residential property bearing municipal Nos. Plot No. 7-8, A Type, Block B-19, Double Storey, Ramesh Nagar, New Delhi- 110015.
2. It is the case of the parties that petitioner and the respondent entered into a Collaboration Agreement dated 03.10.2024 with respect to property Nos. bearing municipal Nos. Plot No. 7-8, A Type, Block B-19, Double Storey, Ramesh Nagar, New Delhi- 110015.
3. The Agreement contains an arbitration clause being Clause No. 10 which reads as under:-



“10. GOVERNING LAW AND DISPUTE RESOLUTION

10.01 All disputes or differences between the Parties in respect of or arising out of this Agreement including breach (“Disputes”) shall at the first instance be resolved through good faith negotiations between the Parties,” which negotiations shall begin promptly after a Party has delivered to the other Party, a written request for such consultation

10.02 If the Parties are unable to resolve the Dispute in question amicably, then the Dispute shall, unless the Parties otherwise agree in writing, be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be submitted for arbitration to a sole arbitrator to be jointly appointed by the Parties.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide Legal Notice dated 08.02.2025 and thereafter, filed the present petition.
5. This Court on 27.02.2025, directed the respondent to maintain *status quo* with respect to title and possession of the second floor of the said property.
6. Both parties agree that the disputes between them have to be settled through the arbitral mechanism. However, Mr. Katiyal, learned counsel for the respondent states that the respondent is a widow lady and does not have the funds to meet the arbitral expense.
7. Mr. Dhingra, learned counsel for the petitioner states that the



petitioner would spend the arbitration expenses including the fee of the Arbitrator subject to the adjustment being given at the time of final adjudication. The same is acceptable to the respondent.

8. It is clarified that expect second floor, there is no interim injunction and the respondent is free to deal with the other portions any way she likes.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Abhimanyu Mahajan (Advocate) (Mob. No. 9811103447) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) 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').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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.



- vi) The parties shall approach the learned Arbitrator within two weeks from today.
10. The Arbitrator will treat the present petition as an application under Section 17 of Arbitration and Conciliation Act, 1996 and shall dispose of the same expeditiously within 4 weeks from today.
11. The interim order dated 27.02.2025 shall continue till the same is set aside, varied or modified by the Arbitrator.
12. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 4, 2025/sp