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

+ **O.M.P.(I) (COMM.) 56/2025**

PRIME INFRA-BUILD PRIVATE LIMITEDPetitioner

Through: Ms. Namitha Mathews, Ms. Poorva
Pant and Ms. Pragalbha Bhardwaj,
Advocates.

versus

TWENTY FIRST CENTURY IRON AND STEELS LIMITED

.....Respondent

Through: Mr. Shashank Garg, Sr. Advocate
with Mr. Kanishk Arora, Ms. Nidhi
Vardhan, Ms. Shakshi Goyal and Mr.
Pradeep Arora, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.02.2025

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1. The present Petition is one under Section 9 of the Arbitration and Conciliation Act, 1996 claiming the following reliefs:-

“a) Pass an ex-parte ad-interim injunction against the Respondent and in favour of the Petitioner, till the passing of the arbitral award, thereby restraining the Respondent, its directors, shareholders, agents, associates, employees representatives and/or anyone claiming through it, etc., from encumbering, mortgaging, selling, dealing with, transferring possession, raising any construction, or otherwise creating any third-party interest of any nature whatsoever on the Project Land comprised owned by the Respondent with Mutation No. 12067 in favour of the Respondent in terms of Form I and XIV admeasuring 23,000 sq. mtr. falling under survey number 33, Sub. Div. No. 1A, of village Dhargalim,



Taluka Pernem, in the State of Goa;

b) Stay the Termination Notice dated 18.01.2025 issued by the Respondent till the passing of the award in the arbitration proceedings;

c) Pass such other and further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case."

2. The facts in brief leading to the present petition are as follows:-

- i. It is stated that the Petitioner is a reputed real estate development company. It is stated that the Respondent approached the Petitioner for development of a parcel of land, bearing Mutation No. 12067 in favour of the Respondent in terms of Form I and XIV admeasuring 23,000 sq. mtr. falling under survey number 33, Sub. Div. No. 1A, of village Dhargalim, Taluka Pernem, in the State of Goa (hereinafter referred to as 'the project land'). It is stated that the Respondent represented to the Petitioner that it was the absolute registered owner of the Project Land, by virtue of Sale Deed dated 13.11.2008. It is stated that the Respondent further represented that there were no third -party rights on the Project Land of any nature whatsoever and the Respondent had an absolutely clear and marketable title of the Project Land.
- ii. It is stated that based on the representations made by the Respondent, the Petitioner and the Respondent first entered into a Term Sheet dated 12.06.2023. It is stated that at the time of signing of the Term Sheet, the Petitioner paid Rs.50,00,000/- to the Respondent. It is stated that the Term Sheet was superseded by



the Memorandum of Understanding dated 23.09.2023, wherein the Parties agreed upon the commercial terms of the proposed transaction, timelines as well as all Conditions Precedent (“CPs”) which needed to be fulfilled by the Respondent to the satisfaction of the Petitioner, within the timelines provided therein. It is stated that at the time of signing MoU, the Petitioner further paid Rs.2,00,00,000/- to the Respondent herein.

- iii. It is stated that in terms of the MoU, the Respondent was to complete the project within a period of four months at its own cost.
 - iv. It is stated that the Respondent failed to comply with the timeline for completion of the CPs as provided in the MoU. It is stated that since no response was forthcoming from the Respondent, the Petitioner issued legal notice dated 03.12.2024 to the Respondent to fulfill its obligations in terms of the MoU.
 - v. It is stated that the Respondent terminated the MoU dated 23.09.2023 by issuing a Termination Notice dated 18.01.2025.
 - vi. The Petitioner has, thereafter, approached this Court by filing the present Petition.
3. It is stated that since the Respondent failed to develop the said land, the Petitioner has approached this Court by filing the instant petition for restraining the Respondent from disposing, selling, creating third party interest or further leasing the said land as agreed under the MoU dated 23.09.2023.
4. Both the parties are *ad idem* that an arbitrator be appointed to adjudicate on the disputes which have arisen between the parties in terms of



Clause 14 of the Memorandum of Understanding dated 23.09.2023.

5. Clause 14 of the MoU dated 23.09.2023 reads as under:

“14) In the event or any dispute or difference arising between the Parties, the same shall be determined by arbitration through a sole arbitrator to be mutually appointed by the Parties. The proceedings or arbitration shall be governed by the Arbitration and Conciliation Act, 1996. It is agreed that the seat and venue of arbitration shall be at Delhi and the cost of arbitration shall be shared equally between the Parties.”

6. Clause 14 of the MoU provides that the seat of Arbitration is Delhi and the Courts in Delhi have the jurisdiction. This Court, therefore, has the jurisdiction to entertain the present Petition.

7. Accordingly, Mr. Guru Krishna Kumar, Senior Advocate, (Mob No.9810093915) is appointed as the Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. Let the present Petition under Section 9 of the Arbitration Act be considered as an application under Section 17 of the Arbitration Act and be adjudicated upon by the learned Arbitrator within four weeks after entering the reference.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within one week of entering the reference.



11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.
13. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 20, 2025

Rahul