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

+ **O.M.P.(I) (COMM.) 94/2025**

M L ASHIWAL AND ANR

.....Petitioners

Through: Mr. Jugal Wadhwa, Mr. Rishabh
Wadhwa & Mr. Rishab Bhalla
Advocates

versus

PRITAM KAUR AND ORS

.....Respondents

Through: Mr. Harish Malhotra Sr. Adv with
Sandeep Vishnu, Advocate for R-2 to
R-7

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **24.03.2025**

I.A. 7522/2025 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(I) (COMM.) 94/2025

1. The Petitioners have approached this Court under Section 9 of the Arbitration & Conciliation Act with the following prayers:-

“A. Pass an ex-parte ad-interim order(s) thereby restraining the Respondents their agents, employees, representatives, servants, assigns and/or any other person acting for and on their behalf, from carrying out any construction/digging/development work over Plot bearing No's. 7, 9, and 9B, Krishna Nagar, Safdarjung Enclave, New Delhi-110029, pending the decision of the Petitioner's claims by way of arbitration;



B. Pass an ex parte ad interim order thereby restraining the Respondents their agents, employees, representatives, servants, assigns and/or any other person acting on their behalf from selling, alienating, encumbering, mortgaging, assigning or creating any third party interest in respect of Plot bearing No's. 7, 9, and 9B, Krishna Nagar, Safdaljung Enclave, New Delhi-110029, pending the decision of the Petitioner's claims by way of arbitration;

C. Pass such other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case”

2. The case put forth by the Petitioner is that the Petitioner and the Respondent entered into a Collaboration Agreement dated 09.03.2009 for construction of 40 residential flats over an area measuring 1500 sq. yds. bearing Plot No.7,8,9,9A/1, 9A/2, 9A/3, 9A & 9B.
3. It seems that disputes have now arisen between the parties and the Petitioner has approached this Court by filing the instant petition. It is stated that the Collaboration Agreement contains an arbitration agreement. The Petitioner has already issued a notice invoking arbitration on 17.03.2025.
4. Learned Counsel for the Respondent has appeared on advance notice. Instead of spending time on the present application, this Court finds it expedient to appoint an Arbitrator to adjudicate the disputes between the parties.
5. Accordingly, Mr. Naresh Thanai, Advocate (Mob: 9811014029) is appointed as the Sole Arbitrator to adjudicate the disputes that have arisen between the parties.
6. 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.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two days from today.

8. The petition under Section 9 of the Arbitration & Conciliation Act would be treated as one under Section 17 of the Arbitration & Conciliation Act and the Arbitrator is requested to hear and pass orders as expeditiously as possible.

9. 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.

10. 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.

11. The petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 24, 2025

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