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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **FAO(OS) (COMM) 60/2025**

M/S VISTRAT REAL ESTATE PRIVATE LIMITEDAppellant

Through: Mr. Arvind Nayyar, Senior Advocate
with Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Mr. Vineet Wadhwa,
Mr. Akshay and Ms. K. Hema,
Advocates.

versus

TATA STEEL LIMITED & ORS.Respondents

Through: Mr. Sumit Bansal, Senior Advocate
with Mr. Arvind Thapliyal, Mr.
Siddharth Pandey, Ms. Saravna
Vasanta, Mr. Udaibir Kocchar and Ms.
Tulna Rampal, Advocates for R-1.
Mr. Anubhav Singh, Mr. Aman Singh
and Ms. Maria Mary Sunil, Advocates
for R-5.

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+ **FAO(OS) (COMM) 61/2025**

NEERAJ SINGALAppellant

Through: Mr. Arvind Nayyar, Senior Advocate
with Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Mr. Vineet Wadhwa,
Mr. Akshay and Ms. K. Hema,
Advocates.

versus

TATA STEEL LIMITED & ORS.Respondents

Through: Mr. Sumit Bansal, Senior Advocate
with Mr. Arvind Thapliyal, Mr.
Siddharth Pandey, Ms. Saravna
Vasanta, Mr. Udaibir Kocchar and Ms.
Tulna Rampal, Advocates for R-1.

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+ **FAO(OS) (COMM) 62/2025**



NEERAJ SINGAL

.....Appellant

Through: Mr. Arvind Nayyar, Senior Advocate
with Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Mr. Vineet Wadhwa,
Mr. Akshay and Ms. K. Hema,
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versus

TATA STEEL LIMITED & ORS.

.....Respondents

Through: Mr. Sumit Bansal, Senior Advocate
with Mr. Arvind Thapliyal, Mr.
Siddharth Pandey, Ms. Saravna
Vasanta, Mr. Udaibir Kocchar and Ms.
Tulna Rampal, Advocates for R-1.

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FAO(OS) (COMM) 63/2025

ROHIT SINHA

.....Appellant

Through: Mr. Arvind Nayyar, Senior Advocate
with Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Mr. Vineet Wadhwa,
Mr. Akshay and Ms. K. Hema,
Advocates.

versus

TATA STEEL LIMITED & ORS.

.....Respondents

Through: Mr. Sumit Bansal, Senior Advocate
with Mr. Arvind Thapliyal, Mr.
Siddharth Pandey, Ms. Saravna
Vasanta, Mr. Udaibir Kocchar and Ms.
Tulna Rampal, Advocates for R-1.

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FAO(OS) (COMM) 64/2025

ROHIT SINHA

.....Appellant

Through: Mr. Arvind Nayyar, Senior Advocate
with Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Mr. Vineet Wadhwa,
Mr. Akshay and Ms. K. Hema,



Advocates.

versus

TATA STEEL LIMITED & ORS.

.....Respondents

Through: Mr. Sumit Bansal, Senior Advocate
with Mr. Arvind Thapliyal, Mr.
Siddharth Pandey, Ms. Saravna
Vasanta, Mr. Udaibir Kocchar and Ms.
Tulna Rampal, Advocates for R-1.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE RAJNEESH KUMAR GUPTA

ORDER

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21.04.2025

1. This hearing has been done through hybrid mode.

CM APPL. 22943/2025 (for exemption) in FAO(OS) (COMM) 60/2025
CM APPL. 22948/2025 (for exemption) in FAO(OS) (COMM) 61/2025
CM APPL. 22950/2025 (for exemption) in FAO(OS) (COMM) 62/2025
CM APPL. 22957/2025 (for exemption) in FAO(OS) (COMM) 63/2025
CM APPL. 22959/2025 (for exemption) in FAO(OS) (COMM) 64/2025

2. Allowed, subject to all just exceptions. Applications are disposed of.

FAO(OS) (COMM) 60/2025 & CM APPL. 22942/2025 (for stay)
FAO(OS) (COMM) 61/2025 & CM APPL. 22947/2025 (for stay)
FAO(OS) (COMM) 62/2025 & CM APPL. 22949/2025 (for stay)
FAO(OS) (COMM) 63/2025 & CM APPL. 22956/2025 (for stay)
FAO(OS) (COMM) 64/2025 & CM APPL. 22958/2025 (for stay)

3. These are five appeals filed under Order XLIII of the Code of Civil Procedure, 1908, read with Section 13(1A) of the Commercial Courts Act, 2015. Vide the present appeals, the Appellants are challenging the following two orders passed by the Id. Single Judge:

- Order dated 10th February, 2025 passed in ***CS (COMM) 634/2024*** titled ***Angul Energy Limited v. Vistrat Real Estate Private Limited &***



Ors. challenged in FAO(OS)(COMM) 60/2025, FAO(OS)(COMM) 61/2025 & FAO(OS)(COMM) 63/2025 ;

- Order dated 11th February, 2025 passed in ***CS (COMM) 911/2023*** titled ***Tata Steel Limited v. Vistrat Real Estate Private Limited & Ors.*** challenged in ***FAO(OS)(COMM) 62/2025 and FAO(OS) (COMM) 64/2025.***

4. By the said orders dated 10th February, 2025 and 11th February, 2025 (*hereinafter, 'the Impugned Orders'*), the Id. Single Judge, in exercise of powers under Section 89, Code of Civil Procedure, 1908, referred the parties to arbitration and had also appointed a Sole Arbitrator.

5. Order dated 10th February, 2025 is set out as under :

“ CS(COMM) 634/2024

1. Summons have not been issued in this matter.

2. Senior Counsel for the plaintiff states that, without prejudice to their objection that the Arbitration Clause in the Lease Agreement does not cover the disputes that arose in the Memorandum of Security Deposit, basis which the suit was filed for recovery of about approximately Rs.20 Crores plus interest, they are agreeable to the matter being referred to the Arbitration by this Court under Section 89 of the Code of Civil Procedure, 1908 ("CPC").

3. Counsel for defendant had already filed an application under Section 8 of the Arbitration & Conciliation Act, 1996 ("A&C Act") and, therefore, per se do not have objection that the disputes be referred to Arbitration.

4. Considering the above submission, the Court, therefore, without adverting to the merits of the application under Section 8 of the A & C Act, refers the matter to Arbitration in exercise of the powers of this Court under Section 89 CPC, based on the



consensus arrived at between the parties. Needless to state, the plaintiff shall not object to the arbitrability of the issue before the Arbitrator, considering the above.

5. Justice Rajiv Shakdher, (Retd.) (Mobile No. 9717495004) is appointed as the Sole Arbitrator. The fee of the Sole Arbitrator shall be as per the Fourth Schedule of the A&C Act.

6. All issues inter se the parties, may be placed before the Arbitrator, in accordance with law.

7. In view of the directions passed under Section 89 of CPC, the Court fee be refunded to the plaintiff. The Registry is directed accordingly.

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

9. Order be uploaded on the website of this Court.”

6. Order dated 11th February, 2025 is set out as under :

“1. Applications under Section 8 of Arbitration & Conciliation Act, 1996 ('A&C Act') and Order VII Rule 11 of the Code of Civil Procedure, 1908 ('CPC') have been moved on behalf of defendant no. 1.

2. However, at the very outset, a submission is made by Mr. Sumit Bansal, Senior Counsel for plaintiff that, without prejudice to their objection that the Arbitration Clause in the Lease Agreement to does not cover the disputes that arose in the Memorandum of Security Deposit, basis which the suit was filed for recovery of approximately Rs. 36.40 Crores plus interest, they are agreeable to the matter being referred to the Arbitration by this Court under Section 89 of the CPC.

3. Counsel for defendant had already filed an application under Section 8 of the A&C Act and, therefore, per se, do not have objection that the disputes be referred to Arbitration.



4. Considering the above submission, the Court, therefore, without advertg to the merits of the application under Section 8 of the A&C Act, refers the matter to Arbitration in exercise of the powers of this Court under Section 89 of the CPC, **based on the consensus arrived at between the parties.** Needless to state, plaintiff shall not object to the arbitrability of the issue before the Arbitrator, considering the above.

5. In a connected matter being **CS(COMM) 634/2024**, orders were passed on 10th February 2025, on similar lines, appointing Mr. Justice Rajiv Shakdher (Retd.), Former Chief Justice, High Court of Himachal Pradesh, as the Sole Arbitrator. Considering that parties are the same, the said matter be also referred to Arbitration.

6. Mr. Justice Rajiv Shakdher (Retd.), Former Chief Justice, High Court of Himachal Pradesh (Mobile No. 9717495004) is appointed as the Sole Arbitrator. The fee of the Sole Arbitrator shall be as per the Fourth Schedule of the A&C Act.

7. All issues inter se the parties, may be placed before the Arbitrator, in accordance with law.

8. In view of the directions passed under Section 89 of CPC, the Court fee be refunded to the plaintiff. The Registry is directed accordingly.

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

10. Order be uploaded on the website of this Court.”

7. A perusal of the impugned orders extracted hereinabove clearly shows the Court that the appointment of the Id. Arbitrator was with the consent of parties and neither party had any objection to the said appointment.

8. The Court has queried Id. Senior Counsel appearing for the Appellants



as to whether the Appellants wish to press the appeals in light of the mutual consent of the parties clearly captured in the impugned orders. Ld. Senior Counsel for the Appellants submits that insofar as the Appellants are concerned, they do not wish to press the appeals anymore and wish to withdraw the same.

9. Ld. Counsel appearing for Respondent– Mr. Shailendra Singh Bhadoria also submits that he had in fact given consent for appointment of the arbitrator before the Id. Single Judge.

10. Ld. Counsels for the Respondents further submit that the Respondents do not insist on the Directors and the Promoters of the Respondent Company being made parties to the arbitration. Therefore, they are willing to drop Mr. Rohit Sinha, Mr. Daupal Bharti, Mr. Shailendra Singh Bhadoria and Mr. Neeraj Singal from the memo of parties for the arbitration proceedings as well.

11. Under these circumstances, the parties are referred to the Sole Arbitrator in terms of the said two impugned orders. The arbitration proceedings shall continue between M/s. Tata Steel Limited and M/S Vistrat Real Estate Pvt. Ltd., i.e., the two corporate entities.

12. The appeals are accordingly dismissed as withdrawn in these terms. Pending application(s), if any, also stand disposed of.

PRATHIBA M. SINGH, J.

RAJNEESH KUMAR GUPTA, J.

APRIL 21, 2025/nd/ss