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

+ O.M.P.(I) 10/2025

MOHD. FEROUZ

.....Petitioner

Through: Mr. Ravi Ranjan, Adv.

versus

MRS. SHALINI BANGWAL

....Respondent

Through: Mr. Narender Bhandari & Mr.
Chaitanya Parihar Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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17.12.2025

1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking the following reliefs:-

"(a) Pass an ad interim ex parte order against the respondent thereby directing her to furnish a bank guarantee of Rs. 4,84,02,000/- (Rupees Four Crore Eighty Four Lakhs Two Thousand Only) with the Registrar General, Delhi High Court, New Delhi to secure the claim amount of the petitioner;

(b) Pass an ad interim ex parte restrain order against the respondent thereby directing her not to sell, transfer, create any third party interest on her immovable properties as mentioned in para no. 15 of the present petition till the passing and realizing the arbitral award;

(c) Pass an order thereby directing respondent to disclose on affidavit the full particulars of her movable and immovable properties and bank accounts, particularly those acquired from the sale proceeds received from the Petitioner.



(d) Pass an ad interim ex parte order in favour of the petitioner and against the respondent to secure the claim amount of Rs. 4,84,02,000/- (Rupees Four Crore Eighty-Four Lakhs Two Thousand Only) in the form of any appropriate surety as this Hon'ble Court may deem it proper.”

2. The brief facts are that the petitioner and the respondent entered into an Agreement to Sell and Purchase dated 21.08.2024, whereby the petitioner purchased 3rd Floor with roof right of the property bearing No. I-4 and I-5, Kasturba Niketan Complex, Lajpat Nagar-II, New Delhi – 110024 (“**subject property**”) for a total sale consideration of Rs. 2,25,00,000/-. The petitioner made the payment of the entire sale consideration to the respondent.

3. The said Agreement contains an arbitration clause being Clause No. 7, which reads as under:-

“7. That in the eventuality of any dispute in between the parties on any matter relating to the said floor of the said property this agreement or any matter incidental thereto shall be referred to an arbitrator appointed mutually and the decision of the arbitrator shall be final and binding on the parties hereto, in case the arbitrator is not appointed by both the parties for any reason whatsoever, in that case both the party will approach the court of law of Delhi, for the appointed arbitrator.”

4. It is only subsequently that the petitioner found out that the subject property was illegally constructed without approval from the concerned authority and against the Master Plan of Delhi.

5. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 15.01.2025 and thereafter, filed the present



petition.

6. During the arguments, the parties came to an agreement that an Arbitrator be appointed and the present petition be treated as an application under Section 17 of the 1996 Act to be decided by the Arbitrator in accordance with law.

7. Consequently, with the consent of the parties, the following directions are passed:

- i) Ms. Kumud Singh (Advocate) (Mob. No.9810396060) 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 1996 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.

8. The present petition shall be treated as an application under Section 17 of the 1996 Act by the Arbitrator and shall adjudicated in accordance with law.



9. Needless to states that this Court has not commented on the merits of the present petition and all the claims and counter-claims are left open.
10. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 17, 2025/DM