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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 409/2025 & CAV 380/2025, I.A. 24625/2025
RISHABH BUILD WELL PVT. LTDPetitioner

Through: Mr. Vivek Kohli, Sr. Adv with Mr.
Sourabh Chaitanya Mahajan, Mr. Prateek Mohan
Sinha, Advs.

versus

SHIKSHA VIHAR SEHKARI AWAS SAMITI LTDRespondent
Through: Adv Amol Sinha, Adv Rahul Kochar,
Adv Kshitiz Garg, Adv Ashvini, Adv Manan
Wadhwa, Adv Adhish Srivastava, Adv Raj Shakya

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

06.10.2025

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

"It is therefore most respectfully prayed that this Hon'ble Court may kindly be pleased to restrain the respondent from forcibly dispossessing the petitioner from the property in question AND

Creating third party interest on the property in question i.e. land measuring 30062.58 sq. mtr at Abhay Khand- II, Indirapuram Ghaziabad U.P. the subject matter of the collaboration agreement dated 25.05.2015 registered on 16.07.2015, since the possession on the land has been handed over to the petitioner by the respondent vide Possession letter dated 25.05.2015."

2. Mr. Kohli, learned senior counsel for the petitioner, states that the respondent is holding a General Body Meeting on 12.10.2025 to divest the petitioner of its construction rights in the property in question,



namely, land measuring 30062.58 sq. mtr at Abhay Khand - II, Indirapuram Ghaziabad U.P. in terms of the Collaboration Agreement dated 16.07.2015. He states that the respondent, in one of the agenda items, is to approve and sign a contract with other developer, namely, M/s Gautam Rapid Projects LLP. Hence, the entire action of the respondent is tainted with *mala fides*.

3. Mr. Sinha, learned counsel appearing for the respondent on advance notice states that the averments in the petition are wrong. He further states that after terminating the Agreement with the petitioner, the respondent entered into a Joint Development Agreement with M/s T&T Infra Zone Pvt. Ltd. on 08.09.2021 and thereafter, cancelled the same and has already entered into a fresh Agreement with M/s Gautam Rapid Projects LLP.
4. He also states that the possession of the land in question already vests with the respondent and through the respondent with M/s Gautam Rapid Projects LLP for construction activity which is disputed by the learned senior counsel for the petitioner.
5. I am of the view that in the present case, the Arbitrator has already been appointed *vide* order dated 17.09.2025 passed in ARB.P. 1219/2025. The next date of hearing before the Arbitrator is 16.10.2025.
6. Additionally, the learned counsel for the respondent has made statement at the bar for and on behalf of the respondent that: (a) A new agreement has already been entered into; (b) The respondent is in possession of the land in question.
7. In the view of the above, prayers made by the petitioner in the present petition cannot be granted.



8. However, Mr. Sinha, learned counsel for the respondent states that the respondent and/or M/s Gautam Rapid Projects LLP will not enter into any further agreements.
9. The said statement is taken on record and the respondent and/or M/s Gautam Rapid Projects LLP shall not create any third party rights in respect of the subject land.
10. At this juncture, Mr. Kohli, learned senior counsel states that the present petition be treated as an application under Section 17 of the 1996 Act by the Arbitrator and be adjudicated in accordance with law leaving all the rights and contentions of the parties open.
11. In this view, the Arbitrator will treat the present petition as an application under Section 17 of the 1996 Act. The *status quo* shall be maintained with regard to possession and/ or creating any further third party right. The said order of maintaining *status quo* with regard to possession is only till the time the Arbitrator adjudicates the application under Section 17 of the 1996 Act.
12. Nothing stated in the order is on merits of the matter and the Arbitrator shall deal with the same.
13. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 6, 2025 / (MS)