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

+ **ARB.P. 1838/2024**

SPIRA ESTATE LLP

.....Petitioner

Through: Mr. Vishwendra Verma, Ms. Shivali,
Ms. Bhawna and Mr. Akshay Malik,
Advocates

versus

DEV BHOOMI DEVELOPERS AND ORS

.....Respondents

Through: Mr. Nipun Katyal, Mr. Vivek Mishra,
Mr. Dhananjay Kumar, Mr. Surya
Pratap Singh Rana, Mr. Manan
Sharma, Advocates
Ms Gurkamal Hora Arora and Mr.
Ajay Kumar Arora, Counsels for the
Respondent nos. 4 and 5

+ **O.M.P.(I) (COMM.) 400/2024 & I.A. 48016/2024**

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Ms Gurkamal Hora Arora and Mr.
Ajay Kumar Arora, Counsels for the
Respondent nos. 4 and 5



**CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**ORDER
24.02.2025**

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ARB.P. 1838/2024

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen under a Collaboration Agreement dated 02.03.2024. The Collaboration Agreement dated 02.03.2024 has been entered into between the Petitioner and the Respondents. Respondent No.1 is a partnership firm consists of four partners being Respondent No.2 to 5.
2. Learned Counsel appearing for Respondent Nos.4 and 5 states that there is a dispute in the partnership firm. She also states that Respondent Nos.4 and 5 have not signed the Collaboration Agreement dated 02.03.2024 and it has been entered into behind their back.
3. As stated above, Respondent No.1 is a partnership firm of which Respondent Nos.2 to 5 are partners. The Collaboration Agreement states that Respondent No.2 is the absolute owner of the property. It is stated that the Respondent No.2 has transferred the land to Respondent No.1.
4. Clause 12 of the Collaboration Agreement dated 02.03.2024, which is an arbitration clause, read as under:

***“12. JURISDICTION, GOVERNING LAW AND
DISPUTE RESOLUTION***

***12.1 This Agreement shall be holding upon the Parties
and be governed by and construed in accordance with***



the laws of India. The Courts at Delhi shall have the jurisdiction in the matter.

12.2 If the dispute is not resolved through such discussions within 30 (thirty) days after Disputing Party has served a written notice on the other Party requesting the commencement of discussions, such dispute shall be referred to arbitration by either party and be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The arbitral tribunal shall consist of a sole Arbitrator, who shall be mutually appointed by the Parties. The seat and venue of arbitration shall be at Delhi and the language of the arbitration proceedings shall be English. Any decision of the arbitral tribunal shall be final and binding on the Parties.”

5. The aforesaid Clause provides that the seat and venue of arbitration shall be at Delhi.
6. The fact remains that a resolution has been issued by Respondent No.1 which is a partnership firm of which Respondent Nos.2 to 5 are partners authorising Respondent No.2 to sign the Agreements.
7. *Prima facie*, there does exist an arbitration clause in the Collaboration Agreement. The question as to what will be the effect of Respondent Nos.4 and 5 not signing the Collaboration Agreement, as to whether consideration has been paid or not, as to whether other partners have acceded to their authority under the Partnership Act, or as to whether Respondent Nos.4 and 5 would be bound by the acts of other partners who have acted in violation of their rights will all be the matters to be decided by the Arbitrator. This Court has only looked into the issue as to whether *prima facie* there is an



arbitration clause in the Collaboration Agreement or not. It is for the Arbitrator to take a decision as to whether the disputes which have arisen between the parties are arbitrable or not. It is made clear that this Court has not made any observations in all these issues.

8. In view of the fact that disputes have arisen between the parties and the Collaboration Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Mr. Gautam Narayan, Senior Advocate (Mob. No.9811411735), who is present in Court is requested to act as the Arbitrator to adjudicate upon the disputes between the Parties.

10. 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.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

12. 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.

13. 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.

14. The present petition stands disposed of in the above terms, along with pending application(s), if any.

O.M.P.(I) (COMM.) 400/2024



1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed on behalf of the Petitioner seeking interim reliefs.
2. This Court has appointed an Arbitrator in ARB.P. 1838/2024 filed by the Petitioner to adjudicate upon the disputes between the parties.
3. The Arbitrator is requested to consider the present petition filed under Section 9 as one filed under Section 17 of the Arbitration and Conciliation Act, 1996 and decide the same in accordance with law expeditiously.
4. It is made clear that this Court has not made any observations on the merits of the case.
5. With these observations, the petitions are disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 24, 2025

S. Zakir