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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 121/2016 & I.A. 8924/2017
SHAILENDRA MEHRAPetitioner

Through: Mr. Gurmehar S. Sistani, Adv.

versus

M/S SUPER STEEL WINDOW COMPANY & ORSRespondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **07.11.2025**

1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, among the other, seeking the following reliefs:-

“i. Grant an ad-interim order of injunction restraining the respondents, their agents, servants, employees, assignees from selling, transferring, alienating, mortgaging or creating any third party rights or dealing in any manner whatsoever with respect to the property F-2, Udyog Nagar, P.O. Piran Garhi, New Delhi-110041 and all other assets of the Partnership firm; and

ii. Restrain the respondents, their agents, servants, employees, assignees from causing any hindrance in the ingress and egress of the petitioner to the property bearing number F-2, Udyog Nagar, P.O. Piran Garhi, New Delhi-110041; and

iii. Grant an ad-interim order of injunction restraining the Respondents from directly or indirectly and in any manner acting under its illegal reconstitution and taking any other steps detrimental to the interests of the Petitioner till the matter is finally disposed of by an Arbitral tribunal; and the rights and



liabilities of the partners under this deed or dissolution or winding up of this business or any other matter relating to the firm shall be referred to arbitrators one to be nominated by each party, in case of difference of opinion between them i.e. arbitrators by the umpire selected by them.”

2. The brief facts of the case are that the respondent No. 1 is a partnership firm formed *vide* Partnership Deed dated 06.04.1981. The respondent No. 1 engaged in the business of manufacturing and dealing in iron, steel, aluminium, hardware, windows, welding rods, door frames, and other fabricated.
3. The petitioner, who is the son of respondent No.2 and brother of respondent No.4 and nephew of respondent No. 3, was inducted as a partner, along with the respondents, in the partnership firm, with a share of 20% in profits and loss.
4. The said Partnership Deed contained an arbitration clause being Clause No. 14 which reads as under:-

“14. Any dispute or difference which may arise between the partner or their legal representatives with regard to the construction, meaning or effect of this deed or any part thereof or respecting the accounts, profits and losses of the business or the rights and liabilities of the partners under this deed or dissolution or winding up of this business or any other matter relating to the firm shall be referred to arbitrators one to be nominated by each party, in case of difference of opinion between them i.e. arbitrators by the umpire selected by them.”

5. The petitioner alleged that he was denied his rightful share in the assets



and profits of the firm by the respondents.

6. When the matter came up for hearing before this Court on 31.01.2012, the respondents were restrained from selling, alienating, mortgaging and creating third party rights with respect to partnership property being F2, Udyog Nagar, PO- Peeragarhi, New Delhi. The said order is continuing for more than 13 years.
7. Mr. Sistani, learned counsel for the petitioner, states that though the respondents had initially appeared in the matter, they thereafter failed to appear and continued to remain unrepresented despite due notice. The petitioner is required to agitate its grievance in accordance with the arbitration clause in the said Partnership Deed.
8. He also states that a petition under Section 11 of the 1996 Act for appointment of the Arbitrator shall be filed within 2 weeks from today.
9. I am of the view that, the merits of the case shall be decided by the Arbitrator in the arbitral proceedings.
10. For the said reasons, the petition is disposed of with a direction that the order dated 31.01.2012 shall continue for a period of 90 days from today. The said order shall be subject to confirmation, variation, or modification by the Arbitrator.

JASMEET SINGH, J

NOVEMBER 7, 2025/DY