



**124 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CWP-12921-2026 (O&M)
Date of Decision: 07.05.2026**

Susheel Kumar Singh Raghava

...Petitioner

Versus

State of Haryana and Others

...Respondents

CORAM:- HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. C.S. Bakshi, Advocate,
Mr. Aryan Sharma, Advocate and
Ms. Mallika, Advocate
for the petitioner.

Mr. Akshit Pathania, AAG, Haryana.

Mr. Gaurav Chopra, Senior Advocate with
Mr. Anurag Chopra, Advocate and
Mr. Vipul Sachdeva, Advocate
for respondents No.7.

JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of orders dated 10.02.2026 (Annexure P-50), 17.03.2026 (Annexure P-51), 20.03.2026 (Annexure P-52) and subsequent re-registration of deed of cancellation of general power of attorney registered as document No. 13294 dated 24.03.2026 (Annexure P-54) and deed of cancellation of second supplementary collaboration agreement registered as document No.13295 dated 24.03.2026 (Annexure P-55).

2. As per petition, the petitioner is owner of land admeasuring 119 Kanals 6 Marlas situated in Revenue Estate of Village Dhunela, Tehsil Sohna, District Gurugram. Respondent No.7 is a limited liability

partnership firm comprising many partners. Balwan Singh is holding major share. In May' 2018, the respondents No.7 and 8 proposed petitioner to develop his land in collaboration with each other. The petitioner executed registered collaboration agreement dated 15.05.2018 with respondent No.7-partnership firm. A sum of Rs.5.96 Crore was to be paid to the petitioner. He executed general power of attorney for the development project. The respondent No.7 could not get approval from Directorate of Town and Country Planning, Haryana and cheque of Rs.1,46,50,000/- given to him was dishonoured. The respondents No.7 and 8 requested the petitioner to enter into collaboration agreement. Supplementary agreement dated 03.06.2019 was executed whereby land under development was reduced to 11.79 acre and non-refundable security was reduced to Rs.4.21 Crore. The respondents could not secure license from Authorities and asked petitioner to execute second supplementary agreement which petitioner agreed and accordingly second supplementary collaboration agreement dated 17.08.2020 was executed. Indu Aggarwal filed a Civil Suit bearing No. **CS/202/2020** titled as '**Indu Aggarwal Vs St. Patricks Reality and Others**' in the Court of Civil Judge, Sohna. Learned Civil Judge passed interim order dated 26.08.2020 which restrained respondent No.7 from making any rasta/passage or carry out excavation operation over suit property. In the meetings dated 02.03.2021 and 04.03.2021, it was revealed that application seeking license stands rejected by Directorate of Town and Country Planning. The Directorate of Town and Country Planning, Haryana returned respondents' application on 16.03.2021 for want of appropriate approach road. The petitioner vide letter dated 29.09.2021

cancelled collaboration agreement with respondent No.7 and proceeded for cancellation of general power of attorney dated 03.06.2019. The respondent filed appeal against orders dated 16.03.2021 and 18.10.2022 before Additional Chief Secretary, Town and Country Planning who vide order dated 19.12.2022 set aside order dated 16.03.2021 and remanded the matter back to Director, Town and Country Planning. Respondent No.7 filed petition under Section 9 of Arbitration and Conciliation Act, 1996 (for short '1996 Act') before Delhi High Court which vide order dated 23.12.2022 directed the parties to maintain *status quo*. The petition before Delhi High Court came to be dismissed vide order dated 14.03.2023. The respondent preferred FAO before Delhi High Court which vide order dated 15.03.2023 directed the parties to maintain *status quo*. Delhi High Court vide order dated 01.04.2024 appointed an Arbitrator under Section 11 of 1996 Act. The parties filed pleadings before Arbitrator. The respondent No.8-Balwant Singh approached Sub-Registrar, Gurugram. At the behest of parties, FIR No.65 dated 07.02.2023 under Sections 120-B, 409, 420, 467, 468 and 471 of IPC at Police Station City Sohna, District Gurugram, FIR No.363 dated 24.07.2023 under Sections 406, 420, 467, 468, 471, 120-B and 201 of IPC at Police Station City Sohna, District Gurugram, FIR No.17 dated 25.01.2024 under Section 419 of IPC at Police Station New Colony, District Gurugram, FIR No.239 dated 11.07.2023 under Section 173 BNSS at Police Station City Sohna, District Gurugram and FIR No.298 dated 10.08.2024 under Sections 406, 420, 120(B), 467, 468, 471 and 506 of IPC came to be registered. The petitioner was granted anticipatory bail in FIR No.363 vide order dated 27.05.2025 passed by this Court. The

petitioner was granted anticipatory bail by this Court in FIR No.239 dated 11.07.2023. This Court vide order dated 04.03.2024 passed in **CWP No.3528 of 2024** ordered to maintain *status quo* with respect to land covered under Mutation No.2485. Directorate of Town and Country Planning, Haryana vide noting dated 13.01.2025 rejected respondents' application for license. Director, Town and Country Planning vide order dated 19.02.2025 refused to grant license because of dispute as to the title. This Court vide order dated 09.07.2025 passed in **CWP No.15894 of 2025** directed respondents No.2 and 3 to consider representation of respondent No.7. Directorate of Town and Country Planning, Haryana vide order dated 30.09.2025 proposed to issue LOI subject to certain conditions. LOI dated 14.10.2025 was issued subject to the condition that NOC shall be obtained from the petitioner who filed representation dated 03.12.2025 seeking recalling of LOI dated 14.10.2025. The petitioner filed complaint dated 20.12.2025 against respondents No.4 and 6 for issuing LOI. Despite there being no clear title and specific condition of LOI that NOC is required from petitioner, the respondents No.3 and 4 issued license.

3. Learned counsel representing the petitioner submits that petitioner executed cancellation deed with respect to second supplementary collaboration agreement and general power of attorney. The said cancellation deed was got registered with Sub-Registrar. The matter with respect to validity of cancellation deed is pending before Arbitral Tribunal appointed by Delhi High Court. The respondent-authorities at the behest of respondents have registered deed whereby cancellation deed executed by petitioner has been proposed to

be cancelled. Unless and until matter is concluded by Arbitral Tribunal, the cancellation deed executed by petitioner cannot be nullified.

4. *Per contra*, learned Senior counsel for respondent No.7 submits that Arbitral Tribunal vide order dated 18.03.2026 has ordered to maintain *status quo* with respect to suit property. The Authorities have registered deed executed by respondents whereby cancellation deed executed by petitioner has been proposed to be cancelled. The ultimate effect of cancellation deed executed by respondent would be revival of second supplementary collaboration agreement and general power of Attorney. As Arbitral Tribunal is seized of the matter, the fate of agreements executed between the parties would be determined on the final adjudication of the matter.

5. Heard the arguments and perused the record.

6. From the arguments of both sides, it is evident that question whether resolution which permitted petitioner to cancel second supplementary collaboration agreement and general power of attorney was a forged or genuine document. If it is declared that resolution was a forged document, the cancellation deed executed by petitioner may cease to exist. This question is pending before Arbitral Tribunal. By order dated 18.03.2026, Arbitral Tribunal has recorded *prima facie* findings and directed petitioner herein not to alienate demised property. The petitioner herein has been further directed not to create third party rights. Virtually, parties have been directed to maintain *status quo*. In view of interim order dated 18.03.2026 passed by learned Arbitrator, the fate of disputed documents would be finally determined the moment rights and liabilities of the parties are adjudicated by learned Arbitrator. The registration of

impugned deeds would take its final colour after adjudication of dispute by learned Arbitrator. Thus, no further order is warranted.

7.

Disposed of.
8.

Pending application(s), if any, shall also stand disposed of.

(JAGMOHAN BANSAL)

JUDGE

07.05.2026

Prince Chawla

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No