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

+ O.M.P.(I) 2/2026 & I.A. 588/2026

MR. YOGESH MADAN AND ANR.

.....Petitioners

Through: Mr. Faisal Naseem, Mr. Sandeep Kaushik, Mr. Jitender Chaudhary, Mr. Aditya Pandey and Ms. Mamta Kaushik, Advocates along with petitioner-Yogesh Madan in person.  
Mob: 9999140032

versus

MRS. ALAKA SUDHIR SHAH @ UMA SHEKHAR

HARDAS

.....Respondent

Through: Ms. Nidhi Sang Tani, Advocate  
Mob: 7073621688  
Email: [nishi.sangtani@gmail.com](mailto:nishi.sangtani@gmail.com)

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER**

**12.01.2026**

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1. The present petition has been filed under Section 9(ii)(c) & (d) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") for interim measures to restrain the respondent from selling, transferring, alienating or creating third party rights in respect of the property bearing no. *G-143, Kalkaji, New Delhi-19*, till the pendency of the arbitral proceedings initiated in terms of Clause 13 of the Agreement to Sell, dated 04<sup>th</sup> September, 2024, between the parties.



2. Learned counsel for the petitioners submits that the petitioners are the tenants of the property bearing *no. G-143, Kalkaji, New Delhi-19*, belonging to the respondent. Thus, it is submitted that the respondent is the owner of the property in question.
3. An Agreement to Sell was executed between the parties on 04<sup>th</sup> September, 2024 in respect of the said property for a fixed consideration of Rs. 2,25,00,000/- out of which, part sale consideration to the tune of Rs. 50,00,000/- was paid to the respondent. The said Agreement was till 31<sup>st</sup> March, 2025 initially, however, subsequently, the time period was extended till 31<sup>st</sup> October, 2025.
4. Learned counsel for the petitioners submits that since the property was leasehold and the same was to be restored and also converted into freehold, the petitioners requested the respondent to submit the complete chain of documents. However, the said chain of documents was never provided by the respondent.
5. It is submitted that as per Clause 8 of the Agreement to Sell dated 04<sup>th</sup> September, 2024, the respondent terminated the Agreement to Sell through legal notice dated 03<sup>rd</sup> November, 2025 and demanded the bank details of the petitioners to transfer the part sale consideration of Rs. 50,00,000/-.
6. Subsequently, the respondent transferred Rs. 50,00,000/- directly in the bank account of the petitioners.
7. It is submitted that there is an arbitration clause, i.e., clause 13. Thus, the petitioners invoked the arbitration clause by sending a legal notice under Section 21 of the Arbitration Act on 07<sup>th</sup> January, 2026 to the respondent, requesting appointment of a sole arbitrator.
8. Since the respondent failed to respond to the same, the present



petition has been filed seeking prayer to restrain the respondent from selling, transferring, alienating or creating third party rights *qua* the property in question.

9. Issue notice. Notice is accepted by learned counsel for the respondent.

10. Learned counsel for the respondent submits that the property in question measures 200 sq. yds., and consists of ground floor and basement.

11. She submits that the respondent is a senior citizen and resides in Kenya. She submits that since the petitioners submitted to the respondent that they will help the respondent in restoring the lease of the property and also getting the same converted into freehold, the respondent entered into the said Agreement to Sell with the petitioners, at the amount, as mentioned therein.

12. Learned counsel for the respondent further submits that all the documents pertaining to the title were submitted to the petitioners at the time of signing the Agreement to Sell, on 04<sup>th</sup> September, 2024.

13. After some arguments, parties are agreeable that the matter can be referred to arbitration in terms of the arbitration clause between the parties. They further submit that the matter be referred to Delhi International Arbitration and Conciliation Centre (“DIAC”).

14. This Court notes that Agreement to Sell dated 04<sup>th</sup> September, 2024 contains an arbitration clause, i.e., Clause 13, which reads as under:

*“13 Any disputes arising between the parties shall be decided by way of Arbitration by a Sole Arbitrator in terms of the Arbitration and Conciliation Act, 1996 decided upon by mutual agreement between the parties. The seat and venue of the arbitration proceedings shall be New Delhi.”*

15. This Court is satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through



the arbitral mechanism.

16. Considering the submissions made before this Court, following directions are issued:

- (i) The Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (referred to as the 'DIAC') shall appoint the Sole Arbitrator to adjudicate the disputes between the parties.
- (ii) The arbitration will be held under the aegis and rules of 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 Arbitration Act prior to entering into the reference.
- (v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- (vi) 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.
- (vii) The parties shall approach the learned Arbitrator within two weeks from appointment of the Arbitrator.

17. It is made clear that this Court has not expressed any opinion on the merits of the case.

18. Accordingly, the present petition, along with pending application, is disposed of in the aforesaid terms.



19. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance.

**JANUARY 12, 2026/au**

**MINI PUSHKARNA, J**