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

+ **ARB. A. (COMM.) 27/2025, I.A. 12756/2025 & I.A. 28107/2025**

CENTIUM HOMES PRIVATE LIMITEDPetitioner

Through: Mr. Shiv Mangal Sharma & Mr.
Shashank Khurana, Advs.

versus

SATISH KUMAR KOHLI & ORS.Respondents

Through: Ms. Vrinda Kapoor, Ms. Saumya
Soni, Mr. Vishal Vaid & Ms. Muskan
Narang, Advs.

CORAM:
HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER
17.02.2026

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1. This is an appeal filed under Section 37 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') against the order dated 30.04.2025 passed in an application under Section 17 of the Act. The concluding part of the order dated 30.04.2025 is reproduced below:

“33. Thus, the applications for interim measures are disposed of,

(i) by directing the respondent to, on or before 13.05.2025 handover possession of the claimants' portion of the property i.e. the basement, ground floor, first floor, third floor and terrace, to the claimants. It will be open to the respondent to, before that, take photographs and/or video film depicting the said portion of the property and the works executed therein and the fittings and fixtures provided therein. Similarly, it will be open to the claimants to, after



taking over possession, take photographs and/or video film showing the state in which the property had been handed over;

(ii) continuing the order directing the respondent to maintain status quo qua title and possession with respect to the 2nd floor of the property, by restraining the respondent from alienating, encumbering or parting with possession of the said 2nd floor;

(iii) by restraining the claimants from alienating, encumbering or parting with possession of their portions of the property. It is however clarified that it will be open to the claimants to occupy and reside in their portions of the property along with their family members.”

2. The pin-pointed grievance raised on behalf of the petitioner (hereinafter referred to as ‘the contractor’) is that the interim relief sought by the claimant/respondent (hereinafter referred to as ‘land owner’) was granted which was actually the final relief claimed. However, the interim prayer of the contractor for execution of General Power of Attorney (for short ‘GPA’) in favour of the contractor was denied on the ground that it would tantamount to granting the final relief.

3. The brief facts are that the land owner entered into a collaboration agreement with the contractor for demolishing and re-constructing the plot specified in the appeal. In consideration for redevelopment of the plot the contractor would have got second floor of the building. The dispute between the parties was referred to an arbitrator. An interim relief was sought by the land owner for handing over the possession of the portion of the building relating to the land owner. The contractor filed a counter-claim and prayed that the land owner be directed to execute a GPA in his favour in terms of clause 11 of the collaboration agreement for the second floor of the building.



The interim prayer of the land owner was allowed whereas that of the contractor was denied hence, the present appeal.

4. After arguing at some length, learned counsel for the parties on instructions from their respective client (contractor present in court as identified by the counsel and the land owner joined through video conferencing as identified by the counsel) have agreed to resolve the issue. It is agreed that the directions issued to the contractor and restrictions imposed upon the land owner be kept intact and the land owner in the meanwhile shall execute GPA in terms of clause 11 of the collaboration agreement for the second floor in favour of the contractor, subject to the condition that till the outcome of the arbitration proceedings the second floor be not sold, no encumbrance be created thereon and possession be not handed over to third party.

5. In view of the above consensus between the parties, the appeal is disposed of. Pending applications stand disposed of.

6. Learned counsel for the parties agree that the parties shall appear before the concerned SDM/Sub-Registrar on 26.02.2026 at 11:00 AM for execution of GPA and the contractor on the same day shall hand over the possession in compliance of the order dated 30.04.2025.

AVNEESH JHINGAN, J

FEBRUARY 17, 2026

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