



2026:DHC:3972



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

% **Date of decision: 05.05.2026**

+ O.M.P. (COMM) 237/2025, I.A. 15564/2025, I.A. 15565/2025
& I.A. 15566/2025

SUSHANT GAMBHIR & ORS.Petitioners

Through: Mr. Akshit Sachdeva,
Mr. Rohan Sehrawat &
Mr. Arun Kumar, Advocates.

versus

MRJ INFRATECH LTD. & ORS.Respondents

Through: Mr. Vineet Jhanji, Mr. Imran
Moulaey and Ms. Ritika Jhanji,
Advs.

58

+ O.M.P. (COMM) 350/2025, I.A. 21491/2025 & 21493/2025

MRJ INFRATECH PRIVATE LIMITED & ORS. ...Petitioners

Through: Mr. Vineet Jhanji, Mr. Imran
Moulaey and Ms. Ritika Jhanji,
Advs.

versus

SUSHANT GAMBHIR & ORS.Respondents

Through: Mr. Akshit Sachdeva,
Mr. Rohan Sehrawat
Mr. Arun Kumar, Advocates.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

AVNEESH JHINGAN, J. (ORAL)



2026:DHC:3972



1. These two petitions under Section 34 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') are filed against the award dated 21.03.2025 dismissing the claims of Sushant Gambhir & Ors. and counter-claims of MRJ Infratech Ltd & Ors. as time barred.

2. The brief facts are that on 05.04.2017, Mr. Ravinder Kumar Juneja and Ms. Rashmi Juneja (hereinafter referred to as 'sellers') entered into an agreement with Mr. Sushant Gambhir and Mr. Adesh Gambhir (hereinafter referred to as 'purchasers') for sale of 100% shareholding of MRJ Infratech Private Ltd. (hereinafter referred to as 'Company'). An addendum to the agreement was executed on 19.07.2017. The clause in the agreement provided for dispute resolution through arbitration and an arbitrator was appointed by this court on 17.12.2018.

2.1 During the pendency of the arbitration proceedings, purchasers filed an application seeking amendment of the claim petition. The proceedings culminated in award dated 13.07.2022. Being aggrieved both the parties of the award, filed petitions under Section 34 of the Act and by the consent of both the parties, the award was set aside and on their joint request an arbitrator was appointed to adjudicate the disputes afresh. The order of this court is reproduced below:

"IA No.16842/2022 (Exemption) in O.M.P. (COMM) 427/2022

Allowed, subject to all just exceptions.

Application stands disposed of.

O.M.P. (COMM) 427/2022

O.M.P. (COMM) 464/2022

1. These petitions impugn the arbitral award dated 13.07.2022.



2026:DHC:3972



2. The petitioner in O.M.P. (COMM) 427/2022 has assailed the said arbitral award on the ground that the said award grants certain relief/s to the respondent which are beyond the pleadings and the prayer(s) sought by the respondent. It is pointed out that there is a serious irregularity in the directions contained in para nos. 102-103 of the impugned award.

3. On the other hand, learned senior counsel appearing for the petitioner in O.M.P. (COMM) 464/2022 submits that the impugned award has not adjudicated the claim(s) sought to be urged by the said petitioner (Claimant), as articulated in the amendment application filed before the Ld. Arbitrator.

4. After some hearing, respective counsel for the parties jointly request that the impugned award be set aside and the parties be referred to arbitration by another independent Sole Arbitrator.

5. Accordingly, as jointly prayed, the impugned award dated 13.07.2022 is set aside. Further, at joint request of the parties, Mr. Justice (Retd.) R. S. Endlaw, Former Judge, Delhi High Court (Mobile - 9717495002) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

6. Respective counsels for the parties submit that they shall make the arbitral record available before Ld. Sole Arbitrator for his reference. It is directed accordingly.

7. It is also jointly requested that the arbitration be held under the aegis of and under the rules of Delhi International Arbitration Centre (DIAC). It is directed accordingly.

8. 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.



2026:DHC:3972



9. Needless to say, nothing in this order shall be construed as an expression of opinion of this court on the merits of the contentions of the parties.

10. The present petitions stands disposed of in the above terms.

2.2 In the second round of the arbitration, the sellers filed a counter-claim. The arbitrator held that the claim of the purchasers for refund of earnest money and compensation were not claimed in the statement of claim filed in the first round of arbitration and were barred by limitation. As Section 43(4) of the Act would not be applicable in the facts and circumstances of the present cases. The counter-claim filed by the sellers was also rejected on the ground of limitation.

3. Learned counsel for the purchasers contended that one of the grievances before this court in the earlier round of litigation that the amendment application was not decided and the court after noting the submission passed a consent order.

4. *Per contra*, the amendment application of the claim filed on 09.02.2022 in the first round of arbitration itself was time barred. The applicability of Section 43(4) of the Act is inconsequential and the claim was rightly held to be beyond limitation.

5. From the perusal of the impugned award it is forthcoming that the case set up by the sellers was not dealt with by the arbitrator.

6. At this stage, learned counsels for the parties on specific instructions from the client agree that the award be set aside and before proceeding on merits, the issue involved would be whether the amendment application of the claim in first round was within limitation and the counter claim filed in the second round of



2026:DHC:3972



arbitration was time barred or not.

7. In view of the above, the impugned award is set aside.

8. Further, learned counsel for the parties request that an arbitrator be appointed by this court to adjudicate the dispute afresh.

9. Accordingly, the petitions are allowed by appointing Mr. Mohd. Rafiq (Retd.) High Court Judge, (Mobile No. 9414055777) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.

10. The fees of the learned Arbitrator will be governed by Schedule IV of the Act. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.

11. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties, it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.

12. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

MAY 05, 2026/ Pa

Reportable:- Yes