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

\# **CNR No. DLHC010536492024**

\+ FAO(OS) (COMM) 190/2024, CM APPL. 26072/2025, CM APPL. 47333/2025 & CM APPL. 33948/2026

M/S SPLENDOR BUILDWELL PVT LTD AND ANR. .....Appellants

Through: Mr. Rajiv Nayar, Sr. Adv. with Mr. Saurabh Seth, Mr. Manish Prakash, Mr. Praveen Kumar, Ms. Neelam Preet Kaur, Mr. Sarthak Gupta, Mr. Abhiroop Rathore, Mr. Kabir Dev & Mr. Sukhvir Singh, Advs.

versus

RAJESH KUMAR PASRICHA .....Respondent

Through: Mr. Sudhanshu Batra, Sr. Adv. with Mr. Siddhant Asthana & Mr. Siddhartha Negi, Advs.

CORAM:
HON'BLE MR. JUSTICE AVNEESH JHINGAN
HON'BLE MS. JUSTICE SHAIL JAIN

O R D E R

% 03.11.2026

1. This appeal is filed under Section 37 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') against the judgement dated 09.04.2024 whereby the objections filed by the appellant under Section 34 of the Act were dismissed.

2. The brief facts are that the appellant is a developer/builder. The

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parties to the *lis* for construction entered into a Memorandum of Understanding (MoU) and a Space Buyers Agreement (SBA) both dated 04.10.2017. The terms and conditions agreed between the parties provided for resolution of dispute through arbitration. The arbitration proceedings were initiated at the instance of the respondent and culminated in award dated 11.12.2023. The appellant was directed to execute the sale/conveyance deed in favour of the respondent in respect of the units allotted under the MoU and SBA and get the units registered within thirty days from the date of the award. A sum of Rs.1,98,71,798/- was also awarded along with future interest at the rate of 9% per annum. The appellant was further directed to pay to the respondent at the rate of Rs.71.50/- per sq. ft. per month for the allotted area of 5385 sq. ft. from the date of the award till the units were leased out. The objections filed by the appellants under Section 34 of the Act were dismissed.

3. The short grievance raised is that the learned Single Judge though has noted the contentions of both the parties but has not dealt with the arguments.

4. The learned senior counsel for the appellants contends that though all the arguments pressed were not noted but the arguments noted in the impugned judgement were not dealt with. The learned Single Judge merely reproduced extracts from the impugned award and dismissed the objections.

5. The learned senior counsel for the respondent vehemently refutes the contention that any argument other than those noted in the impugned judgment was raised. The submission is that the learned Single Judge had agreed with the reasoning given in the impugned award and the objections were accordingly dealt with.

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6. From a perusal of the impugned judgment, it is evident that the contentions raised by learned counsel for the parties were noted. One of the objections raised by learned senior counsel for the respondent was that some of the issues being raised were never raised before the arbitrator and therefore, cannot be raised under Section 34 of the Act. The learned Single Judge has neither dealt with the objection of the appellants nor recorded a finding as to whether these issues were raised before the arbitrator or not and whether objections were considered under Section 34 of the Act.

7. After noting the scope of interference under Section 34 of the Act the relevant extract of the award was reproduced and it was thereafter concluded that the arbitrator has minutely examined the clauses of the agreement and given conclusive findings based on reasons.

8. The contention *inter alia,* of learned senior counsel for the appellants that the amount awarded was beyond the terms agreed between the parties and it cannot exceed the amount received from the respondent, does not even find mention in the conclusion of impugned judgement and there is also no finding as to whether this issue was raised before the arbitrator.

9. Learned senior counsel for the respondent emphasised that this entire matter can be examined in an appeal under Section 37 of the Act but the argument if accepted, will deprive either of the parties of one forum statutorily provided under the Act.

10. Without commenting upon the merits of the case, the impugned judgement is set aside and the matter is remanded to the learned Single Judge for a fresh decision.

11. Considering that this arbitration pertains to the year 2021, the parties would be at liberty to mention the matter before the learned Single Judge for

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an early hearing.

12. All pending applications are also disposed of.

AVNEESH JHINGAN, J

SHAIL JAIN, J

NOVEMBER 3, 2026
Ch

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