



2026:DHC:1364



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

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Date of decision: 13.02.2026

+ ARB.P. 1411/2025

ARUNACHALAM CHANDRASEKHARAN AND ORS

.....Petitioners

Through: Mr. Amit Pawan, Mr. Suchit Singh Rawat, Ms. Shivangi Singh Rawat, Mr. Aman Naqvi, Mr. Suyash Rawat and Mr. Ryan Sinha, Advocates.

versus

CONCEPT CAPITAL INFRA PROJECT PVT. LTD AND ANR

.....Respondents

Through: Ms. Malvika Trivedi, Senior Advocate with Ms. Aanchal Bumb, Mr. Shailendra Slaria, Mr. Imran Ali, Ms. Sujal Gupta, Mr. Jatin Sehgal, Ms. Raymon Singh, Mr. Aditya Varun and Ms. Aastha Sarin, Advocates.

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+ O.M.P.(I) (COMM.) 95/2024, I.A. 6679/2024 (U/O 39 Rule 1 & 2) & I.A. 6680/2024 (Delay of 5 days in Re-filing the petition)

MR. ARUNACHALAM CHANDRASEKHARAN AND ORS.

.....Petitioners

Through: Mr. Amit Pawan, Mr. Suchit Singh Rawat, Ms. Shivangi Singh Rawat, Mr. Aman Naqvi, Mr. Suyash Rawat and Mr. Ryan Sinha, Advocates.

versus

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CONCEPT CAPITAL INFRA PROJECT PVT. LTD. & ANR.

.....Respondents

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CORAM:

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

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JUDGEMENT (ORAL)

HARISH VAIDYANATHAN SHANKAR, J.

ARB.P. 1411/2025

1. The present Petition has been filed under Section 11 of the **Arbitration and Conciliation Act, 1996¹**, seeking the appointment of an Arbitrator to adjudicate disputes arising out of various Buy-Back Agreements, Allotment Agreements, and Settlement Agreements. The Petition has been instituted by seventy-one Petitioners against Respondent No. 1, Concept Capital Infra Project Pvt. Ltd., and Respondent No. 2, Mr. Suninder Sandha.

2. At the outset, learned Senior Counsel appearing for the Respondents has raised a preliminary objection regarding the maintainability of the present Petition in the form and manner in which it has been filed.

3. Learned counsel for the Respondents, Ms. Aanchal Bumb, who had commenced arguments and who is graciously assisted by learned

¹ Act



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Senior Counsel Ms. Malvika Trivedi, submits that the Petition is contrary to the scheme of the Act. It is contended that each of the Petitioners has entered into separate agreements with the Respondents, and the causes of action in respect of the disputes sought to be raised are distinct, independent, and unrelated to one another.

4. It is further contended that certain agreements executed between some of the Petitioners and the Respondents do not contain any arbitration clause.

5. Learned counsel for the Respondents has also drawn the attention of this Court to the fact that at least four of the Petitioners, who were signatories to two of the contracts, have already entered into a compromise/settlement with the Respondents.

6. Insofar as the aforesaid four Petitioners are concerned, learned counsel for the Petitioners submits that the Petition is not being pressed on their behalf. However, he disputes the Respondents' contention that the agreements executed with the remaining seventeen Petitioners do not contain arbitration clauses.

7. This Court has heard the learned counsel for the parties at length and, with their assistance, has perused the paper book and the material placed on record.

8. At the outset, it is apposite to note that the Hon'ble Supreme Court in *Duro Felguera, S.A. v. Gangavaram Port Ltd.*² has categorically held that where parties have entered into multiple independent contracts, each containing a separate arbitration clause, a single arbitral tribunal cannot be constituted to adjudicate disputes arising out of all such contracts. The Apex Court, while considering

² (2017) 9 SCC 729



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the provisions of the Act, held that the Court's jurisdiction at the stage of appointment of an arbitrator is confined to examining the existence of an arbitration agreement.

9. In that case, which concerned five separate contracts, each dealing with distinct subject matters and containing independent arbitration clauses, the Hon'ble Supreme Court held that there could not be a "composite reference" or the constitution of a single arbitral tribunal to adjudicate disputes arising under all such contracts, notwithstanding any interconnection between them. The relevant portion of *Duro Felguera (supra)* is extracted herein under:

"22. On behalf of GPL, it was repeatedly urged that the works are intrinsically connected, inseparable, integrated, interlinked and that they are one composite contract and that they were split up only on the request and representations given by Duro Felguera and FGI. As discussed earlier, as per amended provision Section 11(6-A), the power of the Supreme Court or the High Court is only to examine the existence of an arbitration agreement. From the record, all that we could see are five separate letters of award; five separate contracts; separate subject-matters; separate and distinct work; each containing separate arbitration clause signed by the respective parties to the contract.

23. All the above five contracts awarded to Duro Felguera and FGI have independent arbitration clauses. Mr Sunil Gupta and Mr A.M. Singhvi, learned Senior Counsel have taken us through the contract agreements in New Package No. 4 awarded to M/s Duro Felguera and Package No. 6 (for sample) awarded to FGI and submitted that all the five different contracts have independent arbitration clauses (in sub-clause 20.6). In the contract New Package No. 4 there is a header "Supply of bulk material handling equipments and parts on F.O.B. basis". Likewise, contract agreement for Package No. 6 contains the header "Design, manufacture, supply, installation, erection, testing commissioning of bulk material handling equipments and all other activities related therewith". Various clauses in the Original Package No. 4 TD were suitably modified and incorporated in the split-up contract agreements. Sub-clause 20.6 dealing with arbitration in the Original Package No. 4 TD has been reproduced in New Package No. 4 and other Packages Nos. 6 to 9. The contract for New Package No. 4 which was entered into between M/s Duro Felguera and GPL, also contains an arbitration clause, which reads as under:

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“Sub-clause 20.6—Arbitration

Any dispute in respect of which amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally and conclusively settled by arbitration under the Arbitration and Conciliation Act, 1996 by appointing two arbitrators one by each party and a presiding arbitrator to be appointed by the said arbitrators. Any such arbitration proceeding shall be within the exclusive jurisdiction of court of law at Hyderabad, India. The place of arbitration shall be Hyderabad and the language of arbitration shall be English. The contractor shall continue to attend to discharge all his obligations under the contract during pendency of the arbitration proceedings.”

38. The submission of GPL is that since reference to Original Package No. 4 TD is made in MoU, the arbitration clause is incorporated in the MoU and there has to be a “*composite reference*” for settling the disputes under different contracts by constitution of single Arbitral Tribunal for dealing with the international commercial arbitration. As discussed earlier, as per the amended provision of sub-section (6-A) of Section 11, the power of the court is only to examine the existence of arbitration agreement. When there are five separate contracts each having independent existence with separate arbitration clauses, that is, New Package No. 4 (with foreign company Duro Felguera) and Packages Nos. 6, 7, 8 and 9 [with Indian subsidiary (FGI)] based on MoU and Corporate Guarantee, there cannot be a single Arbitral Tribunal for “international commercial arbitration”.

(emphasis supplied)

10. The aforesaid proposition is not only judicially recognized but is also embedded in the statutory framework of the Act.

11. This Court also takes note of Section 2(8) of the Act, which contemplates *a party to a specific arbitration agreement*, as is evident from the repeated reference to “an arbitration agreement”. The statutory language makes it clear that the Act proceeds on the basis of identifiable parties to a particular agreement. Section 2(8) of the Act reads as follows:

“2. Definitions.-

(8) Where this Part—

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- (a) refers to the fact that the parties have agreed or that they may agree, or
(b) in any other way refers to an agreement of the parties, ”
....”

12. Further, Section 7 of the Act defines an “arbitration agreement” as an agreement between the parties to submit to arbitration disputes that have arisen or may arise between them in respect of a defined legal relationship. It also mandates that such an agreement must be in writing and may either be in the form of an arbitration clause in a contract or a separate agreement. The emphasis throughout the provision is on “an agreement” between specific parties concerning a defined legal relationship. Section 7 of the Act is reproduced hereunder:

“7. Arbitration agreement.- (1) In this Part, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.

(4) An arbitration agreement is in writing if it is contained in—

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement; or

(c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract. ”

(emphasis supplied)

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13. A plain reading of Section 7(1) of the Act makes it abundantly clear that the statute contemplates “*an agreement*” between “the parties” to that particular agreement to submit disputes to arbitration. The expression necessarily refers to the parties of a particular agreement governing a defined legal relationship. Such parties are bound in respect of that agreement alone. The provision does not envisage the consolidation of numerous independent agreements executed by different parties into a single arbitral reference. However, the manner in which the present Petition has been instituted, by clubbing together disputes arising out of multiple, distinct agreements, effectively seeks to create a form of class-action proceeding, which is alien to the scheme of Section 11 of the Act.

14. This Court also takes note of Section 11(6A) of the Act, which mandates that while considering an application for appointment of an arbitrator, the Supreme Court or the High Court shall confine itself to the examination of the existence of “an arbitration agreement”.

Section 11(6A) of the Act reads as follows:

“11. Appointment of arbitrators.-

(6A) The Supreme Court or, as the case may be, the High Court, while considering any application under sub-section (4) or sub-section (5) or sub-section (6), shall, notwithstanding any judgment, decree or order of any Court, confine to the examination of the existence of an arbitration agreement.

....”

(emphasis supplied)

15. A careful perusal of Section 11(6A) indicates that the legislative intent is to restrict the Court’s scrutiny to the existence of “*an arbitration agreement*” between “the parties” to that particular agreement before it. The use of the singular expression reinforces the



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position that the Court must examine each arbitration agreement independently. This statutory limitation effectively undermines the Petitioners' contention that a composite petition, founded upon multiple separate agreements, is maintainable.

16. At this juncture, this Court deems it appropriate to record that, during the course of arguments, learned counsel for the Petitioners was repeatedly advised that it would be in the interest of justice and procedural propriety to file separate petitions under Section 11 of the Act in respect of each independent agreement. Such a course would have enabled this Court to consider the existence of the arbitration agreement in each case distinctly and in accordance with the law.

17. This Court further suggested that, if required, a single Arbitrator could be requested to take up all the matters and an appropriate request could be made to the learned Arbitrator to structure the arbitral fees in a manner that would ensure that the parties are not unduly burdened by the filing of separate petitions.

18. However, learned counsel for the Petitioners, on instructions, chose to press the Petition in its present composite form.

19. In view of the foregoing discussion, the present Petition, along with pending application(s), if any, stands dismissed.

O.M.P.(I) (COMM.) 95/2024, I.A. 6679/2024 (U/O 39 Rule 1 & 2) & I.A. 6680/2024 (Delay of 5 days in Re-filing the petition)

20. This Petition has been filed under Section 9 of the Act seeking the following reliefs:

- (i) "Direct the Respondents to secure an amount of Rs 16,35,94,662.14 (Sixteen Crore thirty five lakhs ninety-four thousand six hundred sixty two Rupees and fourteen paise.), being the amount in dispute between the parties, by depositing the same before this Hon'ble Court or in any other manner

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- deemed appropriate by this Hon'ble Court;
- (ii) Direct the Respondents (Company and individually) to file a detailed and comprehensive list of assets (both moveable and immovable), of the Directors of the respondent No. 1 company, the Respondent No. 1 company itself and the Respondent No.2, before this Hon'ble Court, in terms of law laid down by this Hon'ble Court in this regard;
 - (iii) Direct the Respondents to maintain status-quo with regard to their respective assets (both moveable and immovable), till the adjudication of the claims of the Petitioners;
 - (iv) Issue directions for a forensic audit of the accounts of the Respondents by an independent auditor;
 - (v) Pass any other or further order(s) or direction(s) as this Hon'ble Tribunal deem fit in the facts and circumstances of the case. ”

21. A perusal of the Order dated 21.03.2024 passed in the present petition reveals that the issue of maintainability of this consolidated Petition had already been raised at an earlier stage. The Court had specifically noted that as many as seventy-one Petitioners, each party to distinct *albeit* similar contracts with Respondent No. 1, had joined together in a single petition under Section 9 of the Act. The relevant portion of the said Order is reproduced hereunder:

“1. There are seventy one petitioners in this petition. They are parties to distinct, albeit similar, contracts with the respondent No. 1.

2. Mr. Amit Pawan, learned counsel for the petitioner, seeks time to satisfy the Court that a single petition under Section 9 of the Arbitration and Conciliation Act, 1996 [“the Act”], is maintainable in respect of distinct contracts between the petitioners and respondent No. 1. Although he concedes that in the case of 18 petitioners, there are subsequent memoranda of understanding which do not contain arbitration clauses, he contends that the arbitration clauses contained in the original agreements entitled “Buy Back Agreement”, entered into by the 18 petitioners, survived the execution of the memoranda of undertaking.

3. Quite apart from the question of joinder of all these petitioners in a single petition under Section 9 of the Act, I also notice that the petition is supported by an affidavit and statement of truth of only petitioner No. 1. Mr. Pawan relies upon letters of authorisation apparently signed by the other petitioners in favour of petitioner No. 1. Mr. Pawan will satisfy the Court on the next date, as to the maintainability of the petition, particularly under the Commercial

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Courts Act, 2015, without an affidavit or a statement of truth of the other petitioners.”

22. A perusal of that Order reflects that, in addition to the issue of joinder of multiple Petitioners in a single Section 9 Petition, the Court had also raised the question as to whether a solitary affidavit sworn by only one Petitioner could validly support a petition involving numerous independent contracts and claims.

23. It is noted that no substantive steps or submissions were taken or advanced on behalf of the Petitioners to cure or justify this procedural defect.

24. In any event, for the reasons elaborated in the foregoing discussion in *ARB.P. 1411/2025*, this Court is of the considered view that the present Petition is, likewise, not maintainable in the form in which it has been filed.

25. In view of the above, and as the preliminary requirements of maintainability have not been satisfied, the present Petition, along with all pending application(s), if any, stands dismissed.

26. A photocopy of the Order passed today be kept in the connected matter.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 13, 2026/ v/va/sg

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