$~3 to 39

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

(3)

\# **CNR No. DLHC010673192025**

\+ ARB.P. 1434/2025

M/S JAGMOHAN ENTERPRISES LLP .....Petitioner
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(4)

\# **CNR No. DLHC010673212025**

\+ ARB.P. 1435/2025

M/S JAGMOHAN ENTERPRISES LLP .....Petitioner
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(5)

\# **CNR No. DLHC010673222025**

\+ ARB.P. 1436/2025

M/S JAGMOHAN ENTERPRISES LLP .....Petitioner
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(6)

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CNR No. DLHC010673232025

\+ ARB.P. 1437/2025

M/S JAGMOHAN ENTERPRISES LLP .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(7)

CNR No. DLHC010674732025

\+ ARB.P. 1438/2025

M/S JAGMOHAN ENTERPRISES LLP .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(8)

CNR No. DLHC010674802025

\+ ARB.P. 1439/2025

M/S JAGMOHAN ENTERPRISES LLP .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(9)

CNR No. DLHC010689922025

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+ ARB.P. 1499/2025

KUSHA VIKRAM DHAWAN .....Petitioner
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(10)

CNR No. DLHC010689962025

+ ARB.P. 1503/2025

RAHUL BHARGAVA & ANR. .....Petitioners
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(11)

CNR No. DLHC010689972025

+ ARB.P. 1504/2025

RAHUL BHARGAVA & ANR. .....Petitioners
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(12)

CNR No. DLHC010689982025

+ ARB.P. 1505/2025

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RAHUL BHARGAVA & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(13)

CNR No. DLHC010689992025

\+ ARB.P. 1506/2025

RAHUL BHARGAVA & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(14)

CNR No. DLHC010690002025

\+ ARB.P. 1507/2025

RAHUL BHARGAVA & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(15)

CNR No. DLHC010690012025

\+ ARB.P. 1508/2025

RAHUL BHARGAVA & ANR. .....Petitioners

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Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(16)

CNR No. DLHC010690022025

\+ ARB.P. 1509/2025

HARMEET SINGH KAPOOR & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(17)

CNR No. DLHC010690032025

\+ ARB.P. 1510/2025

HARMEET SINGH KAPOOR & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(18)

CNR No. DLHC010690042025

\+ ARB.P. 1511/2025

HARMEET SINGH KAPOOR & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

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versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(19)

CNR No. DLHC010690052025

\+ ARB.P. 1512/2025

HARMEET SINGH KAPOOR & ANR. .....Petitioners
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(20)

CNR No. DLHC010690062025

\+ ARB.P. 1513/2025

VIKRAM DHAWAN & ANR. .....Petitioners
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(21)

CNR No. DLHC010776652025

\+ ARB.P. 1659/2025

TULSI MALHOTRA & ANR. .....Petitioners
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

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M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(22)

CNR No. DLHC010776662025

\+ ARB.P. 1660/2025

PULKIT MALHOTRA .....Petitioner
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.
versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(23)

CNR No. DLHC010776672025

\+ ARB.P. 1661/2025

ASHWINI CHADDA .....Petitioner
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.
versus

M/S NEO DEVELOPERS PVT LTD .....Respondent
Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(24)

CNR No. DLHC010776732025

\+ ARB.P. 1667/2025

GURMEET THUKRAL & ANR. .....Petitioners
Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.
versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

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Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(25)

CNR No. DLHC010776742025

\+ ARB.P. 1668/2025

M/S AB BROOKEL PVT LTD .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(26)

CNR No. DLHC010776752025

\+ ARB.P. 1669/2025

RENU WADHERA & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(27)

CNR No. DLHC010776762025

\+ ARB.P. 1670/2025

GURMEET THUKRAL & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

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(28)

\# **CNR No. DLHC010789302025**

\+ ARB.P. 1691/2025

SANTOSH .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(29)

\# **CNR No. DLHC010789312025**

\+ ARB.P. 1692/2025

PRERNA RAMAWAT & ORS. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(30)

\# **CNR No. DLHC010789322025**

\+ ARB.P. 1693/2025

PRERNA RAMAWAT & ORS. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(31)

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CNR No. DLHC010789332025

\+ ARB.P. 1694/2025

ANURAG MOHAN BHATNAGAR & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(32)

CNR No. DLHC010789342025

\+ ARB.P. 1695/2025

RAJ KUMAR & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(33)

CNR No. DLHC010789392025

\+ ARB.P. 1700/2025

SANTOSH .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(34)

CNR No. DLHC010789402025

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+ ARB.P. 1701/2025

ANITA DEVI .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(35)

CNR No. DLHC010789412025

+ ARB.P. 1702/2025

ANITA DEVI .....Petitioner

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(36)

CNR No. DLHC010789422025

+ ARB.P. 1703/2025

PRERNA RAMAWAT & ORS. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(37)

CNR No. DLHC010789432025

+ ARB.P. 1704/2025

RAMA KAPOOR .....Petitioner

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Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(38)

CNR No. DLHC010789472025

\+ ARB.P. 1708/2025

PRERNA RAMAWAT & ORS. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

(39)

CNR No. DLHC010789482025

\+ ARB.P. 1709/2025

YESHVIR KADYAN & ANR. .....Petitioners

Through: Mr. Anupam Jain and Mr. Sarth Sharma, Advocates.

versus

M/S NEO DEVELOPERS PVT LTD .....Respondent

Through: Mr. Jitender Chaudhary and Ms. Shilpa Chohan, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

O R D E R

% 29.10.2026

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1. These are petitions filed under Section 11(6) of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as '*the Act*') seeking appointment of a sole arbitrator to adjudicate upon the disputes which have arisen between the parties.

2. It has been given to understand by the learned counsel for the parties that the petitioners had, heretofore invoked petitions under Section 9 of the Act before the Commercial Court, Central District, Tis Hazari Courts in O.M.P. (I) (COMM) no.470/2025 seeking interim protection orders.

3. It is stated that after having heard the parties, the learned District Court dismissed the said petitions *vide* judgement dated 09.06.2025, on the ground that the petitioners herein had already invoked parallel proceedings before the Haryana Real Estate Regulatory Authority (hereinafter referred to as '*HRERA'*) under the Real Estate (Regulations and Developments) Act, 2016 (hereinafter referred to as '*RERD Act*'). It is stated that in an appeal under Section 37 of the Act bearing no.FAO (COMM) 204/2025 titled ***Rahul Bhargava & Anr. vs. Neo Developers Pvt. Ltd.***, this Court had allowed the said appeal and granted interim protection restraining the respondent from creating any third party rights or interest including but not limited to leasing out the property till the commencement of the arbitration proceedings. It is further stated that the Appellate Court had further directed the respondent to maintain *status quo* in relation to the respective units under the Builder Buyer Agreement/Memorandum of Understanding till the date of the commencement of arbitration proceedings.

4. Aggrieved by the said order, the respondent herein preferred SLP (C) nos.10086–10091/2026 which were converted into Civil Appeal Nos.10899–10904/2026 titled ***Neo Developers Private Limited vs. Rahul Bhargava and Anr. etc.*** The said Civil Appeal noted hereinabove, was disposed of by the Supreme Court *vide* the judgment dated 11.08.2026, holding

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that the petitioners herein had elected by way of doctrine of election to proceed under the RERD Act and thus having invoked such provisions, were precluded from invoking any provision under the Arbitration Act, particularly Section 9.

5. The order/judgment dated 11.08.2026 passed in the said Civil Appeal is taken on record.

6. In order to understand how the Supreme Court had appreciated the controversy, it would be apposite to extract the relevant paragraphs hereunder:

> *"2. The appellant is the developer of a project titled 'Neo Square', who entered into commercial agreements for sale of undivided, un-demarcated commercial space with the respondents who agreed to purchase such space in the project situated at Sector 109, Dwarka Expressway, Gurugram, Haryana. Separate Builder Buyer Agreement and Memorandum of Understanding were entered into regulating the construction, conveyance and use of the premises. As per the BBA, there was an assured return payable to the purchasers, which initially was paid and then defaulted. The project too got delayed and the respondents herein approached the Haryana Real Estate Regulatory Authority for enforcement of its rights under the BBA. The HRERA passed an order which is produced as Annexure P-13. It is seen from the impugned order that the respondents had initiated execution proceedings in April 2025 for the enforcement of the order dated 14.08.2024 before the HRERA, which is pending.*
>
> *3. In the meantime, the respondent is said to have issued two communications dated 24.02.2025 and 11.03.2025, informing that the property is proposed to be leased out. Demands were also raised for development and fit out charges. The respondents then approached the Commercial Court under Section 9 of the Arbitration and Conciliation Act, 1996 , seeking interim measures against the alienation in any manner including the leasing out of the premises. The Commercial Court found that the respondents having first approached the HRERA and obtained orders, cannot turn around and invoke the arbitration clause. An appeal filed under Section 37 led to the impugned order, which restrained the appellant herein from creating any third-party interests or rights, including but not limited to that of leasing out the property, till the commencement of the arbitration proceedings. The respondent was further directed to maintain status quo in relation to the respective units under the BBA/MoU, again till the commencement of the arbitration proceedings. The request for arbitration is pending before the High Court.*
>
> *xxx xxx xxx*
>
> *6. By the impugned order, the High Court found quite distinction insofar as the prayers made before the HRERA and before the Commercial Court under Section 9 of the Act of 1996. The impugned order held that the complaints*

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instituted by the respondents before the HRERA, were in exercise of their statutory rights under the Real Estate (Regulation and Development) Act, 2016, whereas under Section 9, they do not seek adjudication of disputes on merits nor do they invite the Commercial Court to sit in appeal or the order of the HRERA, but only seeks interim measures to protect the subject property from further alienation, and handing over of possession to lessees, which would defeat their rights. We are unable to concur with the said finding of the High Court.

xxx *xxx* *xxx*

8. Be that as it may, we have to observe that despite the arbitration clause, the respondents elected to go before the HRERA. Before the HRERA, the reliefs sought, as extracted in the impugned order, were a direction to the appellant to comply with their statutory and contractual obligations, ensuring completion of construction and handing over possession of the allotted commercial units in accordance with the agreed timelines, including appropriate directions for compensation and/or interest. A prayer was also made for payment of the assured monthly returns, which though initially made, was later stopped by the appellants. There was also a declaration sought that the demands made as development and fit out charges were illegal, arbitrary and contrary to the BBA. The relief claimed before the Commercial Court was to pass an interim order of injunction restraining leasing out of the property or creation of third party interests till the commencement of the arbitration. It has to be emphasized that the interim measure was sought to enable arbitration to enforce their rights under the BBA & the MoU; which was the attempt before the HRERA, which also attained fruition. The interim measures were sought when the respondents had already initiated execution proceedings before the HRERA.

9. We are not convinced that parallel proceedings of arbitration and execution of HRERA orders can be carried out and the former cannot be resorted to, for reason of the respondents having elected first, to go before the HRERA. The prayers made before both the authorities are substantially the same and the respondents having elected first to approach the HRERA, merely based on a communication issued, proposing leasing out of the properties and demanding development and fit out charges, there cannot be a fresh cause of action plea, to be agitated in arbitration. The application for arbitration in the facts of this case is misplaced.

xxx *xxx* *xxx*

14. The above clauses would indicate that there was no handing over of possession contemplated in the agreement but only a nominal ownership of the un-demarcated undivided extent purchased by the allottee, which on lease would generate a rental income in lieu of assured return, which could either be in excess of the assured return or lesser, depending on the commercial market conditions; which govern the rental of any commercial space. These

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terms along with Clause 8(a) to (e) puts it beyond any cavil that the scheme of purchase of the respondents would only give them the assured returns on the undivided portion conveyed and not separate possession. Hence, the direction of the High Court, not to lease out the properties would put the spanner in the works and impede the project insofar as the Food Court not being commenced. As we already noticed, since the respondents had approached the HRERA and execution proceedings are pending before it, which was first elected by the respondent, proceedings will have to be continued there. There is no reason to now invoke the arbitration clause since the respondents had elected to approach the HRERA in the first instance. The proceedings under Section 9 of the Act of 1996, as held by the Commercial Court, cannot be continued.

15. We set aside the order of the High Court impugned in the appeal and restore the order of the Commercial Court. We make it clear that the respondents would be entitled to approach the HRERA and agitate their cause regarding the conveyance of the undivided area and with respect to the development and fit out charges claimed by the developer-appellant. The contentions of the developer-appellant would be left open before the HRERA regarding the balance due as per the BBA & MoU.

16. We make it clear that the findings rendered by us on the assured return scheme, are based on the BBA and the respondents cannot raise any contention in derogation of the specific agreement entered into by both the parties. Clause (iii) in the contract of the operative portion of the HRERA would stand modified to this extent.

17. With the above observation, the appeals are allowed and the parties are relegated to the HRERA, which has ample powers under Section 63 of the Real Estate (Regulation and Development) Act of 2016 read with Rule 27 of the Real Estate (Regulation and Development) Rules, 2017."

7. It may be relevant to note that in para 14, the Supreme Court had clearly noted that since the petitioners had approached the HRERA and that the execution proceedings were pending before it, which was first elected by the petitioners, the proceedings will have to continue before the HRERA itself. It was further noted that there is no reason to now invoke the arbitration clause, since as per the doctrine of election, the petitioners have approached the HRERA in the first instance.

8. It is clear from the aforesaid that the Supreme Court, *vide* the aforesaid judgment, has clearly proscribed any proceeding to be initiated under the

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Arbitration Act at the behest or at the instance of the petitioners.

9. In that view of the matter, this Court is of the considered opinion that the present petitions are not maintainable. Accordingly, the petitions are dismissed as not maintainable, however, without any order as to costs.

TUSHAR RAO GEDELA, J

OCTOBER 29, 2026
kct

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