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

+ ARB.P. 1754/2025

NARESHA CHAUHAN

.....Petitioner

Through: Ms. Beenashaw N. Soni, Mr. Saurabh
Dev Karn Singh and Ms. Katyani Malhotra,
Advocates.

versus

RITESH CHOPRA & ORS.

.....Respondents

Through: Mr. Shahid Ali, Mr. Sameer Tayyeb,
Mr. Mohd. Salman, Mr. Nazar Hussain and Mr.
Ahmed Saeed, Advocates for R1 with R1 in
person.

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+ O.M.P.(I) (COMM.) 350/2025

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Through: Ms. Beenashaw N. Soni, Mr. Saurabh
Dev Karn Singh and Ms. Katyani Malhotra,
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Mr. Mohd. Salman, Mr. Nazar Hussain and Mr.
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person.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

01.04.2026

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ARB.P. 1754/2025 and I.A. 26249/2025

1. By way of this petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter ‘Act’), petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the MOU dated 15.04.2024 (hereinafter ‘MOU’) read with addendum dated 18.04.2024 (hereinafter ‘addendum’).
2. The MOU does not have the complete arbitration clause. However, Clause 8 of the addendum contains the arbitration clause which reads thus:

“8. That in case any dispute and/or differences arise between the parties regarding the terms and conditions or implemen1entation thereof then the same shall be referred to Mr. Puneet Duggal or same shall be referred to the sole arbitration of mutually appointed arbitrator, whose decision will be final and binding upon the parties. The place of .Arbitration shall be at New Delhi and the provisions of Arbitration and Conciliation Act, 1996 shall apply to such proceedings.”
3. Further, Clause 10 of the addendum provides that all the terms and conditions of MOU shall remain same and unchanged and the addendum shall be forming part of the MOU dated 15.04.2024.
4. The disputes having arisen between the parties, petitioner invoked the arbitration by giving a notice dated 08.09.2025, which did not elicit any response. The petitioner, therefore, approached this Court under Section 11 of the Act.
5. At the stage of proceedings under Section 11 of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the arbitration agreement and all other questions are left to the determination of the learned Arbitrator.
6. A perusal of the MOU in conjunction with the addendum



demonstrates, *prima facie*, that the arbitration agreement exists between the parties.

7. The petition is therefore allowed.

8. Accordingly, the disputes between the parties are referred to arbitration of Mr. Sandeep Khurana, Advocate; [Mob. 9810118389].

9. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

10. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

11. Pending application stands disposed of.

O.M.P.(I) (COMM.) 350/2025

I.A. 8701/2026 (Application under section 33 of the Indian Stamp Act, 1899 by respondent no.1)

I.A. 26007/2025 (Application under Section 9 of the Arbitration and Conciliation Act, 1996 read with Section 151 CPC by the petitioner.)

I.A. 2303/2026 (Application under Section 9 of the Arbitration and Conciliation Act, 1996 read with Section 151 CPC by the petitioner.)

12. The present petition has been filed by petitioner under Section 9 of the Act praying for interim measures.

13. Pursuant to the notice issued by this Court on 28.08.2025, Mr. Shahid Ali, Advocate has entered appearance on behalf of the defendants. He submits that the MOU and the addendum are not sufficiently stamped. Therefore, he has moved an application being I.A. 8701/2026 under Section 33 of the Indian Stamp Act, 1899.

14. In the present petition, this Court *vide* order dated 16.10.2025 had directed the parties to maintain *status quo* with respect to the ground floor as



well as the basement. It was also ordered that respondent no.1 shall not create any third party interest. Para 6 of the order reads thus:

6. In the meantime, without prejudice to the rights and contentions, the parties are directed to maintain status quo with respect to the ground floor as well as the basement. It is made clear that respondent no.1 shall not create any third party right. The petitioner shall be entitled to carry out construction / repairing/ fixing of the fixtures etc. and the same shall be at the risk and cost of the petitioner.

15. Later, vide order dated 28.01.2026, following further order was passed:

“In light of the above facts and circumstances, this Court is of the view that the petitioner has made out a prima facie case for restraining the respondents from carrying out any work in the basement, and to maintain status quo as to the possession till the next date. Ordered accordingly.”

16. Since an Arbitrator has been appointed by this Court in the above noted arbitration petition, being ARB.P. 1754/2025, therefore, learned counsel for the parties are *ad idem* that the present petition may also be referred to the learned Arbitrator who may treat the same as an application under Section 17 of the Act and dispose of the same. Ordered accordingly.

17. It is made clear that interim orders granted by this Court shall continue till the time the learned Arbitrator vacates or modifies the same.

18. Learned Arbitrator shall decide the application under Section 17 uninfluenced by any interim orders passed or any observation made therein.

19. It is made clear that all the rights and contentions of the parties including the objection with regard to the agreements being insufficiently stamped are left open for adjudication by the learned Arbitrator.

20. In view of the order passed in the main petition, no separate orders are



required in I.A. 8701/2026.

21. Petition along with pending applications stand disposed of.

VIKAS MAHAJAN, J

APRIL 1, 2026/jg