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

+ TEST.CAS. 65/2022, CAV 178/2022, I.A. 16452/2022

PREETI CHAWLA

..... Petitioner

Through:

versus

GNCT OF DELHI & ORS.

..... Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

21.03.2024

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List on 08.07.2024.

DINESH KUMAR SHARMA, J

MARCH 21, 2024

Pallavi



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

+ CS(COMM) 434/2021, I.A. 11752/2021, I.A. 7717/2024

CHANDNA DEVELOPERS PVT. LTD & ANR. Plaintiffs

Through: Mohd. Nizam Pasha, Mr. Sidharth
Kaushik, Ms. Awstika Das, Advs.

versus

ARMY WELFARE HOUSING ORGANISATION & ANR.

..... Defendants

Through: Mr. A. K. Tewari, Ms. Yosha Dud,
Advs. for D-I
Mr. Naman Maheshwari Ms.Akanksha
Kapoor, Ms.Sneha Maheswari, Advs.
for D-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

30.04.2024

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CS(COMM) 434/2021, I.A. 9531/2022, I.A. 10098/2022

1. The present applications have been filed by defendant No.1 and defendant No.2 under Section 8 of the Arbitration and Conciliation Act, 1996 for referring the matter to the arbitration in view of clause -17 of the MoU dated 29.12.2011.
2. In brief, the argument advanced by Mr. A. K. Tewari, learned counsel for the defendant No.1 and Ms. Akanksha Kapoor, learned counsel for the defendant No.2 is that an agreement/MoU dated 29.12.2011 was executed between the defendant No.2 as first party and defendant No.1 as the second party. The agreement provided that the defendant No.2 had identified approximately 17.43 acres of residential plot in Kolkata and offered the same to the defendant No.1 at the price of Rs.4,85,00,000/-



per acre. The defendant No.1 accepted the offer and issued a letter of intent 26.11.2011. The defendant No.2 duly accepted the letter of intent vide communication dated 27.11.2011. Clause- 4 of the said agreement provided that the defendant No.2 had informed the defendant No.1 and further that defendant No.1 duly acknowledged that the total consideration for the said land would be Rs.84,53,55,000/-. Clause-5 provided that the defendant No.1 informed the defendant No.2 who acknowledged that the said total consideration will be divided in the following manner:

Sl	Name of the Party	Amount	Mode of Payment
1.	M/s Sanga Builders Pvt Ltd.	Rs. 58,91,34,000/-	ICICI Bank multi-city cheque
2.	M/s Mirage Land Developers Pvt. Ltd.	Rs.13,94,40,000/-	ICICI Bank multi-city cheque
3.	M/s Chandna Developers Pvt. Ltd.	Rs.11,67,81,000/-	ICICI Bank multi-city cheque
Total		Rs. 84,53,55,000/-	

3. The relevant point is that out of this amount, a sum of Rs.11,67,81,000/- was to go to the plaintiff. Both the learned counsel invited the attention of this Court to the clause-17 of the agreement /MoU which provides as under:

“17. Any dispute arising out of this MOU will be amicably settled between the First and Second Parties. In case no agreement can be reached through mutual discussions, the matter will be left to the arbitrator to be appointed by the Chairman of the Army Welfare Housing Organisation. The Venue of Arbitration shall be in New Delhi and the proceedings of the same shall be in English. The finding of the arbitrator shall be final and binding on both parties.”

4. Learned counsel for the defendants further invited the attention to the conveyance deeds executed by the defendant No.1 as first party and defendant No.2 as second party and defendant No.3 as first confirming party.



5. M/s Mirage Land Developers i.e. plaintiff No.2, has also been referred to as the second confirming party in the present case in all three executed conveyance deeds. However, subsequently, the Army Welfare Housing Organisation (AWHO) could not bear the fruits of the land despite making the payments as it was found that the land was under unauthorized occupation and was not available for the development. Before proceeding further, it is pertinent to mention the roles played by each party; the role of the defendant No.2 was to acquire the lands and aggregate the role of the plaintiffs were being the developers and that of the defendant No.1 was that of the utilizer and ultimately beneficiary of entire transactions. The residential housing complexes were to be constructed by defendant No.1.
6. Both the learned counsels for the defendants have submitted that since the land was under unauthorized occupation, the matter could not proceed further and the demand was raised to the plaintiffs for the refund of the money. Plaintiffs admitted their liability. Learned counsel for the defendant No.1 has specifically invited the attention of this Court to the communication dated 15.06.2021 from plaintiff No.1 to the defendant No.1 wherein not only the liability was admitted, but the plaintiff also stated, *“we are working out all the possible modalities including clause number 17 of MOU dated 29.12.2011 to settle the interest part as demanded by AWHO.”*
7. Learned counsel for defendant No.1 states that in view of this unequivocal assertion made by the plaintiff No.1, the MOU dated 29.12.2011 in fact automatically stands novated and the plaintiff accepts the binding terms of the MOU dated 29.12.2011. Learned counsel for defendant No.1 has also invited the attention of the court to the other



communications where the plaintiffs have admitted their liability qua the payments made in the MOU.

8. Learned counsel for the defendant No.2 has argued vehemently and emphatically that the present matter is required to be referred to the arbitration. Learned counsel submits that the conveyance deeds which were executed pursuant to the MOU dated 29.12.2011 clearly reveals that the transactions which were carried out in pursuance to the MOU binds the plaintiffs. The learned counsel has asserted that in all three conveyance deeds, the plaintiffs are the confirming party. Learned counsel has invited the attention of the Court to the pleadings in the suit filed by the plaintiff wherein the plaintiffs have admitted the execution of the MOU. Learned counsel submits that it is the plaintiff who himself has filed this MOU therefore, now the plaintiffs, in order to avoid the resolution of disputes through arbitration, cannot wriggle out of it.
9. Learned counsel for the defendant No.2 has further relied upon the judgment of this Court in *Gaurav Dhanuka and Anr. v. Surya Maintenance Agency Pvt Ltd and Ors.*¹ and connected matters in ARB.P.1296/2022, 1297/2022 and 1324/2022. Learned counsel submits that in this case, there was an agreement between the flat owner and the maintenance agency. Learned counsel submits that the developer took an objection that since he is not the party to the agreement, therefore he cannot be referred to the arbitration. Learned counsel has specifically relied on para -22 of the judgment which reads as under;

“22. Given the framework of the aforesaid agreement, it is completely untenable for the respondent no.3 (developer) to disassociate itself from the maintenance activities being carried out by the maintenance agency. It is also evident that the aforesaid

¹ 2023 SCC OnLine Del 2178



agreement dated 30.06.2008 between the respondent no.3 (developer) and the maintenance agency is inextricably connected with the maintenance agreements between the maintenance agency and the petitioner no.1. In fact, the maintenance agreements between the petitioner no.1 and the maintenance agency (the arbitration clause of which has been invoked by the petitioners), expressly records as under:

“AND WHEREAS the Company was engaged by M/s V3S Infratech Ltd. (herein after referred to as the Promoter or Developer) to provide maintenance and security related services by itself or through some other maintenance agency in the said Building located at the said plot either through itself or by engaging some reputed agency.”

10. Learned counsel has submitted that the concept which was propounded is “commonality of agreement”. Learned counsel submits that in the present case, there is commonality of agreement and on the same concept, the application under Section 8 to be allowed and the matter is required to be referred to the arbitration.
11. Learned counsel for the plaintiff has submitted that the plaintiff is neither a party nor a signatory except being a witness to the MOU dated 29.12.2011. Learned counsel submits that in the earlier MOU between the defendant No.1 and defendant No.2 dated 08.05.2007, the plaintiff No.1 was a duly confirming party. Learned counsel submits that in absence of any agreement between the plaintiffs and the defendants for resolution of disputes through arbitration, the plaintiffs cannot be pushed to arbitration.
12. Learned counsel for the defendant No.1 has relied upon ***Mahanagar Telephone Nigam Ltd. v. Canara Bank & Ors.***² in Civil Appeal Nos. 6202-6205 of 2019 decided on 08.08.2019 wherein it was inter alia held



that given the tripartite nature of transactions, there can be final resolution of the dispute only if all three parties join in the arbitration proceedings to finally resolve the disputes which have been pending over for 36 years. Learned counsel has further invited the attention of this Court to point 10.9 of this judgment which inter alia says that it will be a futile effort to decide the disputes only between MTNL and Canara Bank, in the absence of CANFINA, since undisputedly, the original transaction emanated from a transaction between MTNL and CANFINA – the original purchaser of the Bonds. It is pertinent to mention here that in this case, the actual disputes between the parties emanated out of the transactions dated 10.02.1992 whereby, CANFINA has subscribed to the bonds floated by MTNL. Can Bank Financial Services Ltd (CANFINA) transferred the Bonds to its holding company - Canara Bank.

13. Learned counsel for the plaintiff has relied upon *S.N. Prasad Hitek Industries (Bihar) v. Monnet Finance Ltd. & Ors.*³ to emphasize that reference to arbitration can only be made if there is an arbitration agreement between the parties. Learned counsel further submits that in this case it was inter alia held that an arbitrator can be appointed under the act at the instance of the party to an arbitration agreement only in respect of disputes with another party through arbitration agreement. Learned counsel further submits that it was also further inter alia held that if there is a dispute between a party to arbitration agreement with another party to the agreement and also with a party that is not a signee to the arbitration agreement, reference to arbitration or appointment of

² (2020) 12 SCC 767

³ 2011 1 SCC 320



arbitrator can be only with respect to the parties to the arbitration agreement and not with any other parties.

14. Learned counsel for the plaintiff has relied upon *Yogi Agarwal v. Inspiration Clothes & U and Others*⁴ in which it was inter alia held that when a defendant invokes section 8 of the Act by alleging existence of an arbitration agreement, he should establish that such arbitration agreement related to, or is applicable to the suit transaction/contract. It was further inter alia held that the parties may enter into different contracts at different points of time or may enter into a series of unrelated transactions. It was further inter alia held that it is possible that in regard to some transactions, the agreement may provide for arbitration and in regard to others, it may not provide for arbitration. Learned counsel submits that the existence of an arbitration agreement with reference to some other transaction/contract to which plaintiff was or is a party, unconnected with the transactions or contracts to which a suit relates, cannot be considered as existence of an 'arbitration agreement' in regard to the suit transactions/contracts.

15. Learned counsel has also relied upon paras -10 and 12 of *Yogi Agarwal* (supra) whereby held as under;

“10. When sections 7 and 8 of the Act refer to the existence of an arbitration agreement between the parties, they necessarily refer to an arbitration agreement in regard to the current dispute between the parties or the subject matter of the suit. It is fundamental that a provision for arbitration, to constitute an arbitration agreement for the purposes of sections 7 and 8 of the Act, should satisfy two conditions. Firstly, it should be between the parties to the dispute. Secondly, it should relate to or applicable to the dispute.

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12. It is significant that, in their application under section 8 of the

⁴ 2009 1 SCC 372



Act, the defendants did not even allege that there was an arbitration agreement in regard to the subject matter of the suit. What they alleged was that `subject matter of the suit' was similar to or identical with the `subject matter of the arbitration agreement'. That does not entitle them to seek relief under section 8 of the Act. As there was no `arbitration agreement', the requirements of section 7 were not met.”

16. Section 8 of the Arbitration and Conciliation Act, 1996 provides as under;

“8. Power to refer parties to arbitration where there is an arbitration agreement:

—1[(1) A judicial authority, before which an action is brought in a matter which is the subject of an arbitration agreement shall, if a party to the arbitration agreement or any person claiming through or under him, so applies not later than the date of submitting his first statement on the substance of the dispute, then, notwithstanding any judgment, decree or order of the Supreme Court or any Court, refer the parties to arbitration unless it finds that prima facie no valid arbitration agreement exists.]

(2) The application referred to in sub-section (1) shall not be entertained unless it is accompanied by the original arbitration agreement or a duly certified copy thereof:

2[Provided that where the original arbitration agreement or a certified copy thereof is not available with the party applying for reference to arbitration under sub-section (1), and the said agreement or certified copy is retained by the other party to that agreement, then, the party so applying shall file such application along with a copy of the arbitration agreement and a petition praying the Court to call upon the other party to produce the original arbitration agreement or its duly certified copy before that Court.]

(3) Notwithstanding that an application has been made under sub-section (1) and that the issue is pending before the judicial authority, an arbitration may be commenced or continued and an arbitral award made.”



17. The jurisdiction of Section 8 and 11 (A) of the Act to come up for consideration before the Division Bench of this Court in FAO (COMM) 69/2023 titled *Unique Décor (India) Pvt. Ltd. V. Synchronized Supply Systems Ltd.* whereby vide order dated 30.05.2023, the Division Bench of this Court has inter alia held as under:

“21. The Supreme Court in National Insurance Company Limited v. Boghara Polyfab Private Limited.: (2009) 1 SCC 267 had classified the issues that could be considered by a Court in an application filed under Section 11(6) of the A&C Act into three categories, namely: (i) issues that are required to be decided by the Chief Justice or his designate; (ii) issues that may be decided by the Chief Justice or his designate or may be left to the arbitral tribunal to decide; and, (iii) issues that are required to be left to the arbitral tribunal to decide. The relevant extract of the judgment which sets out the different issues that can be classified under the three categories is set out below:

“22.1 The issues (first category) which the Chief Justice/his designate will have to decide are:

(a) Whether the party making the application has approached the appropriate High Court.

(b) Whether there is an arbitration agreement and whether the party who has applied Under Section 11 of the Act, is a party to such an agreement

22.2 The issues (second category) which the Chief Justice/his designate may choose to decide (or leave them to the decision of the Arbitral Tribunal) are:

(a) Whether the claim is a dead (long-barred) claim or a live claim.

(b) Whether the parties have concluded the contract/transaction by recording satisfaction of their mutual rights and obligation or by receiving the final payment without objection.

22.3 The issues (third category) which the Chief Justice/his designate should leave exclusively to the Arbitral Tribunal are:



(i) Whether a claim made falls within the arbitration Clause (as for example, a matter which is reserved for final decision of a departmental authority and excepted or excluded from arbitration).

(ii) Merits or any claim involved in the arbitration.”

18. In the context of arbitrability of disputes, the Apex Court in **Vidya Drolia & Ors. V. Durga Trading Corporation**⁵, discussed the scope of 8 of the Arbitration and Conciliation Act, 1993 and inter alia held as under,

“154. Discussion under the heading “Who Decides Arbitrability?” can be crystallised as under:

154.1. Ratio of the decision in Patel Engg. Ltd. [SBP & Co. v. Patel Engg. Ltd., (2005) 8 SCC 618] on the scope of judicial review by the court while deciding an application under Sections 8 or 11 of the Arbitration Act, post the amendments by Act 3 of 2016 (with retrospective effect from 23-10-2015) and even post the amendments vide Act 33 of 2019 (with effect from 9-8-2019), is no longer applicable.

154.2. Scope of judicial review and jurisdiction of the court under Sections 8 and 11 of the Arbitration Act is identical but extremely limited and restricted.

154.3. The general rule and principle, in view of the legislative mandate clear from Act 3 of 2016 and Act 33 of 2019, and the principle of severability and competence-competence, is that the Arbitral Tribunal is the preferred first authority to determine and decide all questions of non-arbitrability. The court has been conferred power of “second look” on aspects of non-arbitrability post the award in terms of sub-clauses (i), (ii) or (iv) of Section 34(2)(a) or sub-clause (i) of Section 34(2)(b) of the Arbitration Act.

154.4. Rarely as a demurrer the court may interfere at Section 8 or 11 stage when it is manifestly and ex facie certain that the arbitration agreement is non-existent, invalid or the disputes are non-arbitrable, though the nature and facet of non-arbitrability

⁵ (2021) 2 SCC 1



would, to some extent, determine the level and nature of judicial scrutiny. The restricted and limited review is to check and protect parties from being forced to arbitrate when the matter is demonstrably “non-arbitrable” and to cut off the deadwood. The court by default would refer the matter when contentions relating to non-arbitrability are plainly arguable; when consideration in summary proceedings would be insufficient and inconclusive;

when facts are contested; when the party opposing arbitration adopts delaying tactics or impairs conduct of arbitration proceedings. This is not the stage for the court to enter into a mini trial or elaborate review so as to usurp the jurisdiction of the Arbitral Tribunal but to affirm and uphold integrity and efficacy of arbitration as an alternative dispute resolution mechanism.

xxxx xxxx xxxx

238. At the cost of repetition, we note that Section 8 of the Act mandates that a matter should not (sic) be referred to an arbitration by a court of law unless it finds that prima facie there is no valid arbitration agreement. The negative language used in the section is required to be taken into consideration, while analysing the section. The court should refer a matter if the validity of the arbitration agreement cannot be determined on a prima facie basis, as laid down above. Therefore, the rule for the court is “when in doubt, do refer”.

xxxx xxxx xxxx

244. Before we part, the conclusions reached, with respect to Question 1, are:

244.1. Sections 8 and 11 of the Act have the same ambit with respect to judicial interference.

244.2. Usually, subject-matter arbitrability cannot be decided at the stage of Section 8 or 11 of the Act, unless it is a clear case of deadwood.

244.3. The court, under Sections 8 and 11, has to refer a matter to arbitration or to appoint an arbitrator, as the case may be, unless a party has established a prima facie (summary findings) case of non-



existence of valid arbitration agreement, by summarily portraying a strong case that he is entitled to such a finding.

244.4. The court should refer a matter if the validity of the arbitration agreement cannot be determined on a prima facie basis, as laid down above i.e. “when in doubt, do refer”.

244.5. The scope of the court to examine the prima facie validity of an arbitration agreement includes only:

244.5.1. Whether the arbitration agreement was in writing? or

244.5.2. Whether the arbitration agreement was contained in exchange of letters, telecommunication, etc.? 244.5.3. Whether the core contractual ingredients qua the arbitration agreement were fulfilled?

244.5.4. On rare occasions, whether the subject-matter of dispute is arbitrable?”

19. It is no more/longer *res integra* that the considerations that are relevant for an application under Section 11 of the Act are equally important under Section 8 of the Act. It is pertinent to mention herein that in ***Vidya Drolia*** (supra) it has inter alia held that “when in doubt, do refer”. The law regarding arbitration has undergone tremendous changes and it is still in the process of being developed. The judiciary, through their regular pronouncements, aims at encouraging the parties for resolution of disputes through ADR. In such circumstances, if there is a possibility of settlement through arbitration, it is always the preferred method. However, no doubt if a particular party is not *ad adem*, such party cannot be pushed to the arbitration. However, in this case, the concept like commonality of agreement and composite transactions are very relevant. If there is transaction which is so interlinked in nature or where the performance of the agreement may not be possible without the aid,



execution and performance of the supplementary and ancillary agreement for achieving the common object; the same has a collective effect on the dispute and thus, the matter has to be referred to the arbitration. Reliance is placed on *Mahanagar Telephone Nigam Ltd.* (Supra).

20. I consider that in the present case that the transactions between the parties are so interlinked and interconnected that if only defendant No.1 and defendant No.2 goes to the arbitration, the matter cannot be adjudicated with finality. The defendant No.1 is the final beneficiary/utilizer. The defendant No.2 is aggregator of the land and defendant No.3 is the developer. If the developer is taken out that there would be no purpose of any adjudication between defendant No.1 and defendant No.2. The plaintiff has raised the allegations of collusion between the parties. However, this Court will make no comment in regard to the same and towards the merits of the case. The Court is of considered view that in such a case, it is to follow the guiding principle that in case where there is a doubt, refer the matter to the arbitration.
21. It is informed that in a similar matter bearing ARB.P.1234/2022, Justice Madan B. Lokur, Former Judge, Supreme Court of India has been appointed as Sole Arbitrator in respect to the Jaipur Project between the same parties.
22. Learned counsel for the defendants submits that Justice Madan B. Lokur, Former Judge, Supreme Court of India may be appointed as arbitrator.
23. In the present circumstances, the present matter is referred to the arbitration with following directions;
- i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.



ii) Mr. Justice Madan B. Lokur, Former Judge, Supreme Court of India is appointed as an Arbitrator to adjudicate the disputes between the parties.

iii) The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the A&C Act or as the parties may agree.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

vi) The parties shall approach the learned arbitrator within two weeks from today.

24. In view of the above, the present suit along with both the applications stand disposed of.

DINESH KUMAR SHARMA, J

APRIL 30, 2024/Pallavi



\$~2 (appellate matter)

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

+ W.P.(CRL) 2199/2021

P.S. GAHLAUT

..... Petitioner

Through: Mr. Alok Kumar, Adv.(VC)

versus

UNION OF INDIA & ORS.

..... Respondents

Through:

Mr. Ripu Daman Bhardwaj, CGSC
for R-1/UOI with Mr. Kushagra
Kumar, Adv.

Mr. D. P. Singh, SPP with Mr. Manu
Mishra and Ms Shreya Dutt, Adv.
for CBI

Mr. Zoheb Hossain, Special Counsel
for ED with Mr, Vivek Gurnani and
Mr. Kartik Sabharwal, Adv.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.05.2024

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CRL.M.A.-13690/2024

Present application has been moved for modification of order dated 15.04.2024.

Learned counsel submits that an inadvertent typographical error has occurred as the second table in paragraph-4 of order dated 15.04.2024; Doha has been mentioned in place of Singapore.

Issue notice.

Mr. D. P. Singh, learned special counsel for CBI has accepted the notice and submits that it seems to be typographical error and they have no objection to the same.



Accordingly, the necessary corrections be made and rest of the conditions will remain the same.

Now, the second table of paragraph-4 of order dated 15.04.2024 be read as under;

Date	From - To	Flight No.
19.05.2024	Delhi – Singapore 09.00 Hrs – 17.25 Hrs	SQ 401
22.05.2024	Singapore - Delhi 16.50 Hrs – 20.10 Hrs.	SQ 406

In view of the above, the present application stands disposed of.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



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

+ **CS(OS) 2150/1997**

N/S. INTEROLL INDIA P.LTD. Plaintiff

Through: None.

versus

M/S. NOVA IRON STEEL LTD. Defendant

Through: None.

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

ORDER

% 06.05.2024

None for the parties.

List on 07.08.2024.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



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

+ O.M.P.(I) (COMM.) 418/2019

ADITYA BIRLA FINANCE LIMITED

..... Petitioner

Through: Mr. Jayant Mehta, Sr.Adv. with Mr. Saurav Agrawal, Mr. Debarshi Dutta, Ms.Manvi Adlakha, Ms. Nikita Rathi, Mr. Raghav Dutt, Ms. Saloni Paliwal, Advs.

versus

PRESIDIUM EDUCATIONAL AND CHARITABLE TRUST & ORS.

..... Respondents

Through: Mr. Ravi Sikri, Sr Adv. with Mr. Jai Mohan, Mr. Deepank Yadav, Ms. Kanak Grover, Mr. Nachiket Chawla, Advs. for R-1 & 2.

Mr.P.S. Singal, Mr.Satendra Kumar, Mr. Shivam Nirbhay, Mr. S.P. Malik and Ms.Chhavi Jain Advocates For Respondent No. 13 and 14(VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **06.05.2024**

CCP(O) 41/2020 i O.M.P.(I) (COMM.) 418/2019

CCP(O) 22/2021 in O.M.P.(I) (COMM.) 418/2019

Part arguments heard on behalf of Mr. Ravi Sikri, learned senior counsel for the respondent No.1.

List the matter for further arguments on 13.05.2024 at 3.30 PM.

DINESH KUMAR SHARMA, J

MAY 6, 2024/Pallavi



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

+ TEST.CAS. 15/2021, I.A. 6647/2024, I.A. 8261/2024

ARVIND VIRMANI

..... Petitioner

Through: Mr. Preet Pal Singh, Mrs. Tanupreet
Kaur Advs.

versus

STATE & ORS.

..... Respondents

Through: Mr. Pardeep Dahiya Advocate for R-
4(VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.05.2024

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I.A. 8533/2024

Issue notice to the respondents through all permissible modes upon
filing of the PF by the petitioner, returnable on 28.08.2024.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



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

+ O.M.P. (COMM) 103/2024, I.A. 4180/2024, I.A. 6510/2024
K.RAMACHANDRAN Petitioner

Through: Mr. Sajal Jain, Adv.

versus

THE NATIONAL HIGHWAYS AUTHORITY OF INDIA

..... Respondent

Through: Mr. Juvraj Singh Bindra, Ms.
Nilakshi Srivastava, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.05.2024

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I.A. 4179/2024

Learned counsel for the respondent submits that he has filed the reply.
However, the same is not on the record.

Let the reply be brought on the record.

List on 12.09.2024.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



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

+ O.M.P. (COMM) 262/2023, I.As. 13478-80/2023

ROSHAN REAL ESTATE PVT LTD Petitioner

Through: (Appearance not given)

versus

UNION OF INDIA Respondent

Through:

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

ORDER

% **06.05.2024**

An adjournment has been sought on behalf of petitioner to file the written submissions.

List on 27.08.2024.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



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

+ O.M.P. (COMM) 112/2023

ITD CEMENTATION INDIA LTD.

..... Petitioner

Through: Mr. Arkaneil Bhaumik, Mr.
Adhishwar Suri, Mr. Shashwat Kabi,
Ms. Suparna Jain, Advs.

versus

RAIL VIKAS NIGAM LTD.

..... Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.05.2024

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Learned counsel for the petitioner submits that inadvertently, the contract has not been placed on the record and seeks permission to place the same on the record.

Let the contract be placed on the record.

Let brief written submissions in terms of order dated 13.01.2024 be filed before the next date of hearing.

List on 11.09.2024.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



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

+ O.M.P. (COMM) 331/2022, I.A. 12556/2022, I.A. 12559/2022, I.A.
4937/2024

SUMIT MAZUMDER

..... Petitioner

Through: Mr. Shreedhar Gaggar, Mr. A.
Kapoor, Mr. Robin Sirohi, Advs.

versus

INDIA SOTHEBYS INTERNATIONAL REALTY Respondent

Through: Ms. Aakanksha Kaul, Mr. Aman
Sahani, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.05.2024

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An adjournment has been sought on behalf of petitioner as arguing
counsel Mr. Vaibhav Gaggar is not available.

List on 12.09.2024.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



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

+ O.M.P. (COMM) 371/2021, I.As. 16980-83/2021

GMR KALINDEE TPL JV

..... Petitioner

Through: Ms.Maneesha Dhir, Mr.Rahul Tyagi
Ms.Pratiksha Dwivedi and Ms.
Karishma Malani Advocates for
Petitioner

versus

RAIL VIKAS NIGAM LIMITED

..... Respondent

Through: Ms. Bhumi Agarwal, Adv.(VC)with
Mr. Saurabh Mishra, Mr. Abhinav
Pandey, Mr. Shrimay Mishra, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.05.2024

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An adjournment has been sought on behalf of the petitioner.

The matter is adjourned to 10.09.2024.

In the meantime, both the parties are directed to file brief written submissions not exceeding five pages along with the judgments they wish to rely upon with copy to the opposite party.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



\$~22 to 24

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

+ ARB. A. (COMM.) 45/2023, I.A. 21860/2023, I.A. 21862/2023
FINAL STEP DEVELOPERS PVT. LTD. THROUGH
AUTHORIZED REPRESENTATIVE, Petitioner

Through: Mr Parag P. Tripathi, Mr. Jayant Mehta, Sr. Advs with Mr. Jatin Sehgal, Mr. Shashank Garg, Mr. Nawab Singh Jaglan, Mr. Nikhil Palli, Ms. Devna Soni and Mr. Sivashish Dwivedi, Advs.

versus

DLF HOME DEVELOPERS PRIVATE LIMITED & ORS.

..... Respondents

Through: Mr. Pinaki Misra, Sr. Adv. with Mr. Pravin Bahadur, Ms. Simran Brar, Mr. Amit Agarwal, Ms. Apoorva Neral, Mr. Swastik Dalai, Mr. Karan Sharma, Ms. Kanika Gomber, Mr. S. Anjani Kumar, Mr. Atul Srivastava, Advs.

Mr. Unmesh Shukla, Sr. Adv. with Mr. Ravi Tyagi, Mr. Mayank Mishra, Ms. Manmilan Sidhu, Ms. Ria Chanda, Ms. Bhumika Bhatnagar, Advs. for R-4

Mr. Rudra Pratap, Ms. Mrinalini Sharma, Mr. Tushar Randhawa, Mr. Rahul Sharma, Ms. Disha Choudhary, Advs. for R-3

+ O.M.P. (COMM) 450/2023, I.A. 21844/2023
FINAL STEP DEVELOPERS PVT. LTD. THROUGH
AUTHORIZED REPRESENTATIVE Petitioner

Through: Mr Parag P. Tripathi, Mr. Jayant Mehta, Sr. Advs with Mr. Jatin Sehgal, Mr. Shashank Garg, Mr. Nawab Singh Jaglan, Mr. Nikhil Palli,



Ms. Devna Soni and Mr. Sivashish Dwivedi, Advs.

versus

DLF HOME DEVELOPERS LIMITED THROUGH AUTHORIZED REPRESENTATIVE & ORS. Respondents

Through: Mr. Pinaki Misra, Sr. Adv. with Mr. Pravin Bahadur, Ms. Simran Brar, Mr. Amit Agarwal, Ms. Apoorva Neral, Mr. Swastik Dalai, Mr. Karan Sharma, Ms. Kanika Gomber, Mr. S. Anjani Kumar, Mr. Atul Srivastava, Advs.

Mr. Unmesh Shukla, Sr. Adv. with Mr. Ravi Tyagi, Mr. Mayank Mishra, Ms. Manmilan Sidhu, Ms. Ria Chanda, Ms. Bhumika Bhatnagar, Advs. for R-4

Mr. Rudra Pratap, Ms. Mrinalini Sharma, Mr. Tushar Randhawa, Mr. Rahul Sharma, Ms. Disha Choudhary, Advs. for R-3

Mr. Sunil Dalal, Sr. Adv. with Mr. Rishi Aggarwala, Ms. Manisha Sarola, Mr. Ankit Barati, Adv. for R-4

+ O.M.P.(MISC.)(COMM.) 83/2024

DLF HOME DEVELOPERS LIMITED Petitioner

Through: Mr. Pinaki Misra, Sr. Adv. with Mr. Pravin Bahadur, Ms. Simran Brar, Mr. Amit Agarwal, Ms. Apoorva Neral, Mr. Swastik Dalai, Mr. Karan Sharma, Ms. Kanika Gomber, Mr. S. Anjani Kumar, Mr. Atul Srivastava, Advs.

versus

SHIPRA ESTATES LIMITED & ORS. Respondents

Through: Mr. Unmesh Shukla, Sr. Adv. with



Mr. Ravi Tyagi, Mr. Mayank Mishra,
Ms. Manmilan Sidhu, Ms. Ria
Chanda, Ms. Bhumika Bhatnagar,
Advs. for R-4

Mr. Parag P. Tripathi, Mr. Jayant
Mehta, Sr. Advs with Mr. Jatin
Sehgal, Mr. Shashank Garg, Mr.
Nawab Singh Jaglan, Mr. Nikhil Palli,
Ms. Devna Soni and Mr. Sivashish
Dwivedi, Advs.

Mr. Sunil Dalal, Sr. Adv. with
Mr. Rishi Aggarwala, Ms. Manisha
Sarola, Mr. Ankit Barati, Adv. for R-
4

Mr. Rudra Pratap, Ms. Mrinalini
Sharma, Mr. Tushar Randhawa, Mr.
Rahul Sharma, Ms. Disha Choudhary,
Advs. for R-3

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.05.2024

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Part arguments heard.

List the matter for further arguments on 08.05.2024 at 12.30 P.M.

Earlier dated fixed i.e. 07.05.2024 stands cancelled.

DINESH KUMAR SHARMA, J

MAY 6, 2024

Pallavi



\$~19

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

+ TEST.CAS. 60/2021, 20237/2022, 21180/2022 & 22120/2022, O.A. 24/2023, I.As. 4278-4279/2023, I.A. 4320-4321/2023, I.As. 1408/2024, 1409/2024 & I.As. 4449-4450/2024,

STERRE SHARMA

..... Petitioner

Through: Mr.Abhishek Dev, Adv.

versus

STATE GOVT. OF NCT OF DELHI & ORS.

..... Respondents

Through: Mr.Divyam Nandrajog, Panel
counsel, GNCTD with Ms. Surbhi
Soni, Adv. for R-1.

Mr.Inderbir Singh and Mr.Jaskaran
Singh, advts. for R-2.

Mr. Shaunak Kashyap, Ms.Nistha
Gupta, Advs. for R-3.

Ms.Banani Sikdar, Ms. Soma

Mullick, Advs. for applicant IDBI.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.05.2024

%

List on 19.09.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~14

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P. (COMM) 409/2019, I.As. 13548-49/2019, I.A. 6021/2024
UNION OF INDIA Petitioner

Through: Mr. Harish Vaidyanathan Shankar,
CGSC, Mr.Srish Kumar Mishra, Mr.
Alexander Mathai Paikaday, Advs.

versus

MAGO CONSTRUCTIONS PVT. LTD. Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
07.05.2024

%

List on 12.09.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~23 and 24

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

+ ARB.P. 599/2024

+ ARB.P. 600/2024

FAMOUS INNOVATIONS DIGITAL CREATIVE PVT. LTD.

..... Petitioner

Through: Mr. Faisal Zafar, Adv (VC)

versus

MAHESH EDIBLE OIL INDUSTRIES LIMITED Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

07.05.2024

I.A. 10254/2024 (exemption) in ARB.P. 599/2024

I.A. 10256/2024 (exemption) in ARB.P. 600/2024

Exemptions are allowed subject to all just exceptions.

ARB.P. 599/2024 and ARB.P. 600/2024

1. The present petitions have been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of Sole arbitrator for adjudication of disputes inter se the parties. The parties have entered into the Agreement for Creative Services dated 27.07.2022.
2. The agreement contains the arbitration clause at clause-16 where the mode of dispute resolution in case of any dispute or differences provides that the party shall promptly and in good faith negotiate



with an aim to amicably resolve and settle the matter.

3. Learned counsel for the petitioner submits that they have tried for amicable settlement and sent various emails to the respondent, however the matter could not be settled. Thereafter, the arbitration was duly invoked vide notice dated 24.11.2022.
4. Issue notice to the respondent through all permissible modes upon taking steps by the respondent, returnable on 21.05.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~25

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

+ ARB.P. 607/2024

GANDHI EDUCATIONAL TRUST

..... Petitioner

Through: Mr. Prashant Singh, Mr. Ashish
Pandey, Advs.

versus

MAULANA AZAD EDUCATION FOUNDATION Respondent

Through: Ms. Iram Majid, standing counsel for
CG with Ms. Vidhi Adv GP and Mohd
Suboor advocate.(VC)
Mohd Waquas Advocate for Maulana
Azad Education Foundation(VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.05.2024

%

I.A. 10311/2024 (exemption)

Exemption is allowed subject to all just exceptions.

ARB.P. 607/2024

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of Sole arbitrator for adjudication of disputes inter se the parties. The parties have entered into the Memorandum of Understanding (MOU) dated 07.06.2019. Clause -9.4 of the MOU provides the arbitration clause with the jurisdiction at New Delhi. The arbitration has been invoked vide notice dated 23.10.2023.
2. Issue notice.



3. Mohd Waquas, learned counsel for the respondent accepted the notice.
4. Learned counsel submits that keeping all his contentions open, the matter may be referred to the arbitration.
5. In view of the submissions made above and keeping all the contentions of the respondent open to be taken up during the arbitration proceedings, the matter may be referred to the arbitration.
6. The claim amount is around Rs.3,39,36,240/-.
7. In view of the above, the present petition is disposed of with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) Mr. I.A.Ansari, Former Chief Justice of Patna High Court is appointed as sole Arbitrator to adjudicate the disputes between the parties.
 - iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the A&C Act or as agreed between the parties.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute



of either of the parties, are left open for adjudication by the learned arbitrator.

vi) The petitioner shall approach the learned arbitrator within two weeks from today.

8. The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~29

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

+ CS(OS) 364/2024, I.A. 10210/2024, I.A. 10212/2024

SH SUNIL KUMAR GUPTA Plaintiff

Through: Mr. D. K. Rustagi,, Mr. J. Karan
Malhotra, Advs.

versus

M/S RIO HEIGHTS PRIVATE LIMITED AND ORS Defendants

Through:

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **07.05.2024**

I.A. 10211/2024 (Exemption)

Exemption is allowed subject to all just exceptions.

CS(OS) 364/2024

1. The present suit has been filed seeking permanent injunction.
2. At the outset, learned counsel for the plaintiff submits that a connected matter being CS(OS) 283/2024 is pending before the Court of Hon'ble Mr. Justice Jasmeet Singh.
3. Let the present matter be placed before the Court of Hon'ble Mr. Justice Jasmeet Singh subject to the orders of Hon'ble Judge-in-Charge (original Side) on 13.05.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~31

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

+ O.M.P. (MISC.) 17/2024

M/S AJIT CONSTRUCTION COMPANY Petitioner

Through: Mr. G. L. N. Murthy, Adv.

versus

STATE OF HARYANA PWD B AND R & ANR. Respondents

Through: Mr. Krishnan Kumar, Mr. Seemant K
Garg, Mr. Nitin Pal, Adv.s for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **07.05.2024**

I.A. 10385/2024 (exemption)

Exemption is allowed subject to all just exceptions

O.M.P. (MISC.) 17/2024

1. Present petition has been filed under Section 29-A of the Arbitration and Conciliation (amendment) Act, 2021 for extension of mandate for a period of four months for enabling the learned Tribunal to pass award in dispute.
2. Issue notice.
3. Mr. Krishnan Kumar, learned counsel for the respondents accepts the notice and submits that the final arguments have already been concluded and learned Arbitrator has to pronounce the award. Learned counsel submits that appropriate order may be passed. It is submitted that the mandate expired on 01.03.2024 and may be



extended till 31.07.2024.

4. In view of the above, the mandate is extended till 31.07.2024.
5. The period from 01.03.2024 till now is also regularized.
6. In view of the above, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~32

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

+ CS(OS) 2558/1997

SMT. KISHAN DEVI AND ORS. Plaintiffs

Through: Mr.Naresh Thanai Adv(VC)

versus

SUNIL MEHLAWAT AND ORS. Defendants

Through: Mr. Nikhil Singhvi, Mr. Parth Aggarwal, Mr. Bilal Ikram, Advs. for D-3
Mr. Gurmehar S. Sistani, Adv. for Receiver

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

07.05.2024

I.A.10372/2024 in CS(OS) 2558/1997

1. The present application has been moved by Sh. Gurmehar S. Sistani, learned Court Receiver appointed by this Court vide order dated 03.05.2011.
2. Learned Receiver submits that he was appointed as the receiver in respect of property bearing no. A-52, Vasant Marg, Vasant Vihar, New Delhi-110057(suit property).
3. The Court had directed the Receiver to take all necessary actions for protection, preservation, management, maintenance, letting out and collection of rent of the suit property and had handed over the keys of suit property. A security agency was also appointed for the purpose of



the security of the said property.

4. It has been submitted that in the year 2021, the plaintiff had moved an application seeking removal of the defendant No.2, Mr. Devender Mehlawat, from the suit property and further sought a direction to restore the possession to the Court Receiver. The Court vide order dated 10.01.2022 directed the defendant No.2 to hand over the keys to the Court Receiver within two weeks, failing which the Court Receiver was directed to place a common lock in the premises for its protection.
5. The learned Court Receiver submits that subsequent to the court order dated 10.01.2022, the defendant No.2 handed over the keys for the portion in his possession of the suit property and thereafter a common lock was placed and security guards were appointed. It has been submitted that however, in the last week of April, 2024, the defendant No.2 in person forcibly entered into the suit property and had also threatened the security guards appointed in the suit property. The Court Receiver submitted that the security guards filed several complaints with the local police station and lastly lodged the complaint on 01.05.2024.
6. Issue notice.
7. Learned counsel for the plaintiff has accepted the notice.
8. Learned counsel for the defendant No.3 has accepted the notice.
9. Issue notice to the defendant No.2 through his lawyer through all permissible modes upon taking steps by the plaintiff.
10. Issue notice to SHO, Vasant Vihar Police Station.
11. SHO, Vasant Vihar Police Station is directed to immediately visit in



the suit property and make a report within seven days.

12. Learned counsel for the plaintiff and defendant No.3 have very graciously invited the attention of this Court that though the learned Court Receiver was appointed in the year 2011, but till date he has been paid fee only thrice totalling to Rs.2,50,000/- whereas the learned Receiver has visiting the suit property every fortnight.
13. The Court records the appreciation of Mr. Gurmeher S Sistani for complying with the Court order and never raising an issue with regards to his remuneration.
14. The Court at the same time records the appreciation for learned counsel for the plaintiff and defendant No.3 for inviting the attention of the Court towards this fact.
15. In these circumstances, as an interim measure, the plaintiff and defendant No.3 are directed to pay Rs.1,00,000/- each to Mr. Gurmeher S Sistani, learned Court Receiver within 15 days. However, this Court shall with the assistance of all the learned counsel fix some amount to be paid to the learned Receiver for discharge of his duties.
16. Let the report from the SHO be called for 15.05.2024.
17. The SHO, Vasant Vihar is also directed to assist the learned Court Receiver if need arises for the compliance of the order of this Court at any stage.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~33

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

+ CS(OS) 752/2023

MANISH & ANR. Plaintiff

Through: Mr.R.K.Singh Advocate(VC)

versus

NANDLAL & ORS. Defendants

Through: Mr. Aman Sarren, Mr. Abhinav Garg,
Mr. Nishant Goyal, Mr. Dev Hans
Kasana, Advs. for D-1, 6 8, 9

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **07.05.2024**

I.A. 10315/2024 in CS(OS) 752/2023

The present application has been moved under Order VII rule 11 seeking rejection of the plaint on behalf of the defendant No.5 and 6.

Issue notice.

Mr.R.K.Singh, learned counsel for the plaintiff/non-applicant accepted the notice and seeks time to file the reply.

Let the reply be filed within four weeks with the advance copy to the learned counsel for the defendant. Rejoinder thereto if any, be filed within two weeks thereafter.

List the matter before the Joint Registrar for completion of pleadings on 29.07.2024, the date already fixed.

I.A. 10320/2024 in CS(OS) 752/2023

The present application has been moved under Order VII rule 11



seeking rejection of the plaint on behalf of the defendant No.3 and 4.

Issue notice.

Mr.R.K.Singh, learned counsel for the plaintiff/non applicant accepted the notice and seeks time to file the reply.

Let reply be filed within four weeks with the advance copy to the learned counsel for the defendant. Rejoinder thereto if any, be filed within two weeks thereafter.

List the matter before the Joint Registrar for completion of pleadings on 29.07.2024, the date already fixed.

I.A. 10323/2024 in CS(OS) 752/2023

The present application has been moved under Order VII rule 11 seeking rejection of the plaint on behalf of the defendant No.8 and 9.

Issue notice.

Mr.R.K.Singh, learned counsel for the plaintiff/non applicant accepted the notice and seeks time to file the reply.

Let reply be filed within four weeks with the advance copy to the learned counsel for the defendant. Rejoinder thereto if any, be filed within two weeks thereafter.

List the matter before the Joint Registrar for completion of pleadings on 29.07.2024, the date already fixed.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~1

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

+ ARB.P. 1264/2023

K C AGGARWAL

..... Petitioner

Through: Petitioner in person.

versus

NATIONAL STOCK EXCHANGE OF INDIA LIMITED & ANR.

..... Respondents

Through: Ms. Rtini Anand, Ms. Ankita Kamath,
Advs. for R-1

Md. Zaryab Jamal Rizvi, Ms.
Firdouse Qutb Wani, Mr. Musheer
Zaidi, Ms. Subia Naaz, Advs, for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.05.2024

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Learned counsel for the Respondent No.2 states that though he has filed the reply but it could not be brought on the record as there were certain objections.

Let the same be brought on the record.

Plaintiff submits that he has received the copy of the reply.

Let the Rejoinder be filed within four weeks with copy to the learned counsel for the respondents.

List on 24.07.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~2 and 3

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

+ ARB.P. 67/2024, I.A. 1201/2024

AMBHUJ HOTEL AND REAL ESTATE PVT LTD THROUGH ITS
DIRECTOR Petitioner

Through: Mr. Raj Shekhar Rao, Sr. Adv.with
Ms. S. S. Sisodia, Mr. Saurav Kr.
Singh, Ms. Muskan Rawlley, Mr.
Moksh, Advs.

versus

MINISTRY OF RALIWAYS AND ANR. Respondents

Through: Mr. Vineet Dhanda CGSC(VC) for R-
1
Mr. Rajat Malhotra, Ms. Dipita Pal,
Ms. Jivika Jolly, Ms. Priya Mishra,
Mr. Vivek Kumar Karn, Advs. for R-
2

+ ARB.P. 252/2024, I.A. 4411/2024

AMBUJ HOTEL AND REAL ESTATE PVT LTD Petitioner

Through: Mr. Raj Shekhar Rao, Sr. Adv.with
Ms. S. S. Sisodia, Mr. Saurav Kr.
Singh, Ms. Muskan Rawlley, Mr.
Moksh, Advs.

versus

MINISTRY OF RALIWAYS AND ANR. Respondents

Through: Mr. Vineet Dhanda CGSC(VC) for R-
1
Mr. Rajat Malhotra, Ms. Dipita Pal,
Ms. Jivika Jolly, Ms. Priya Mishra,
Mr. Vivek Kumar Karn, Advs. for R-
2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER



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07.05.2024

Learned counsel for Respondent No.2 submits that they have filed the reply but it could not be brought on the record.

Let the same be brought on the record.

List on 16.05.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~4

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

+ CS(COMM) 549/2021 CCP(O) 44/2022, I.A. 14177/2021, I.A. 11077/2022, I.A. 16520/2022

VINAY KUMAR DATT

..... Plaintiff

Through: Mr. Sandeep Bajaj, Mr. Soayib Qureshi, Mr. Risabh Dua, Advs.

versus

SHRI SUDHIR SACHDEVA & ORS.

..... Defendants

Through: Mr. Hemant Chaudhri, Mr. Ranjan Vyas, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

07.05.2024

I.A. 15508/2022

Learned counsel for the plaintiff submits that he has received the rejoinder only three days back on 04.05.2024 and therefore seeks time for making arguments in the instant Application.

Let the application be listed for arguments and disposal on 12.09.2024.

In the meantime, both the parties are directed to file brief written submissions not exceeding three pages within two weeks with advance service to each other.

CS(COMM) 549/2021

List the matter and all the pending I.As for arguments and disposal on 12.09.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024/Pallavi



\$~5

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

+ CS(COMM) 623/2021, I.A. 16035/2021

ARUN KUMAR JAIN Plaintiff

Through: Mr. Rajat Aneja, Mr. Risabh Jain,
Adv.

versus

JAGDISH KAUR & ORS. Defendants

Through: Mr. Vaibhav Vats, Adv. for D-2, 6
and 7

Mr. Shubham Jain, Adv. for D-3,4,5

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.05.2024

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I.A. 2545/2022

The present application has been moved under Order 7 Rule 11 CPC filed by the defendants.

Learned counsel for the defendant submits that the suit is not maintainable and is liable to be rejected as pre institution mediation was not conducted.

Learned counsel for the plaintiff submits that since there is an urgency in filing the suit, the law provides for dispensation of such application.

List the matter for arguments and disposal on 13.09.2024

CS(COMM) 623/2021

Let both the parties file proposed issued on 13.09.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024/Pallavi



\$~6

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

+ **CS(COMM) 696/2022**

MS TRANS ASIAN SHIPPING SERVICES PVT LTD Plaintiff

Through: **Mr.Hardik Vashisht Adv.(VC)**

versus

MS SUKHBIR AGRO ENERGY LIMITED Defendant

Through: **Mr. Sorabh Gupta, Mr. Puneet Yadav,
Ms. Priya Mittal, Advs**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **07.05.2024**

I.A. 7785/2024 in CS(COMM) 696/2022

The present application has been moved on behalf of plaintiff for condonation of delay in filing the replication. The written statement was taken on the record on 17.05.2023.

Learned counsel for the plaintiff submits that after the receipt of the written statement, the replication was filed within 45 days on 01.07.2023. However, log sheets access by this Court indicates that replication was filed on 25.07.2023.

Let a report be called from the Registry that as to when the replication in this case was initially filed.

List on 13.09.2024.

I.A. 24547/2023 in CS(COMM) 696/2022

This is an application filed by the defendant/counter claimant for condonation of delay.



Learned counsel for the defendant submits that in terms of order dated 17.10.2023, the rejoinder to the written statement was filed on 29.11.2023.

Learned counsel for the plaintiff seeks time to file the reply.

Let reply be filed within four weeks with copy to the learned counsel for the defendant.

Let a report be called from the Registry that as to when the rejoinder in this case was filed.

List on 13.09.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024/Pallavi



\$~26

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

+ ARB.P. 429/2024

CLIX CAPITAL SERVICES PVT LTD Petitioner

Through: None.

versus

M/S PAWAN HOSPITAL & ANR.

..... Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.05.2024

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of Sole arbitrator for adjudication of disputes inter se the parties. The Parties had entered into Facility-Cum-Hypothecation Agreement along with Deed of Guarantee which was executed on 17.02.2021.
2. The present petition has been filed in consonance to the Clause 8.7 of the Facility-Cum-Hypothecation Agreement and Clause 10 of the Deed of Guarantee which enumerates that the incase of any disputes between the parties then the same needs to be settled or adjudicated through Arbitration with the Jurisdiction being at New Delhi.
3. Petitioner company filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 on 28.03.2023 before the Court of District Judge, (Commercial), New Delhi District, Patiala House, Court which was disposed of as allowed.
4. The Petitioner invoked Arbitration vide Invocation notice dated



14.06.2023 and proposed the names of 4 Arbitrators, however the Respondent failed to give consent.

5. As per the office report the Respondent was served on the last date and there was no appearance on behalf of the Respondent, however adverse order was deferred.
6. Today, also none has appeared on behalf of the parties.
7. The claim amount is around Rs.34,20,032/-.
8. In view of the fact that the present case entails an arbitrable dispute arising out of an arbitration agreement, the present petition is disposed of with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) Mr. Karan Bharioke, Advocate, Mobile No.8826122888 is appointed as sole Arbitrator to adjudicate the disputes between the parties.
 - iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the A&C Act.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute



of either of the parties, are left open for adjudication by the learned arbitrator.

- vi) The petitioner shall approach the learned arbitrator within two weeks from today.
- 9. The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~27

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

+ ARB.P. 430/2024

M/S CLIX CAPITAL SERVICES PVT LTD Petitioner

Through: None.

versus

M/S PAWAN HOSPITAL & ANR. Respondents

Through:

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

ORDER

07.05.2024

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of Sole arbitrator for adjudication of disputes inter se the parties. The Parties had entered into Facility-Cum-Hypothecation Agreement along with Deed of Guarantee which was executed on 31.03.2021.
2. The present petition has been filed in consonance to the Clause 8.7 of the Facility-Cum-Hypothecation Agreement and Clause 10 of the Deed of Guarantee which enumerates that the incase of any disputes between the parties then the same needs to be settled or adjudicated through Arbitration with the Jurisdiction being at New Delhi.
3. Petitioner company filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 on 20.11.2023 before the Court of District Judge, (Commercial), New Delhi District, Patiala House, Court which is pending adjudication.



4. The Petitioner invoked Arbitration vide Invocation notice dated 14.06.2023 and proposed the names of 4 Arbitrators, however the Defendant failed to give consent.
5. As per the office report the Respondent was served on the last date and there was no appearance on behalf of the Defendant, however adverse order was deferred.
6. Today, also none has appeared on behalf of the parties.
7. The claim amount is around Rs.26,21,218/-.
8. In view of the fact that the present case entails an arbitrable dispute arising out of an arbitration agreement, the present petition is disposed of with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) Mr. Karan Bharioke, Advocate, Mobile No.8826122888 is appointed as sole Arbitrator to adjudicate the disputes between the parties.
 - iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the A&C Act.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other



preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

- vi) The petitioner shall approach the learned arbitrator within two weeks from today.
9. The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~28

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

+ ARB.P. 431/2024

M/S CLIX CAPITAL SERVICES PVT LTD Petitioner

Through: None.

versus

M/S PAWAN HEATH CARE PRIVATE LIMITED & ORS.

..... Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.05.2024

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of Sole arbitrator for adjudication of disputes inter se the parties. The Parties had entered into Facility-Cum-Hypothecation Agreement along with Deed of Guarantee which was executed on 28.12.2021.
2. The present petition has been filed in consonance to the Clause 8.7 of the Facility-Cum-Hypothecation Agreement and Clause 10 of the Deed of Guarantee which enumerates that the incase of any disputes between the parties then the same needs to be settled or adjudicated through Arbitration with the Jurisdiction being at New Delhi.
3. Petitioner company filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 on 25.04.2023 before the Court of District Judge, (Commercial), New Delhi District, Patiala House, Court which



was dismissed.

4. The Petitioner invoked Arbitration vide Invocation notice dated 14.06.2023 and proposed the names of 4 Arbitrators, however the Respondent failed to give consent.
5. As per the office report the Respondent was served on the last date and there was no appearance on behalf of the Respondent, however adverse order was deferred. Today, also none has appeared on behalf of the parties.
6. The claim amount is around Rs.1,60,53,017/-.
7. In view of the fact that the present case entails an arbitrable dispute arising out of an arbitration agreement, the present petition is disposed of with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) Mr. Karan Bharioke, Advocate, Mobile No.8826122888 is appointed as sole Arbitrator to adjudicate the disputes between the parties.
 - iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the A&C Act.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties,



including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

- vi) The petitioner shall approach the learned arbitrator within two weeks from today.
- 8. The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~6 (appellate matter)

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

+ CRL.M.C. 3686/2022, CRL.M.A. 15439/2024

VIKAS GUPTA

..... Petitioner

Through: Mr. Ankur Singh, Adv.(VC)

versus

WILEY INDIA PRIVATE LIMITED & ORS. Respondents

Through: Mr. Anil Kumar Mishra, Mr. Manish Kumar Shekhari, Ms. Sanjana Srivastava, Mr. Supantha Sinha, Advs. for R-1

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.05.2024

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The matter has been released from the category of “part heard”.

List the matter before the Roster Bench on 13.05.2024 subject to the directions of Hon’ble the Acting Chief Justice.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~1 to 5 and 8 (appellate matters)

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

+ CRL.M.C. 1478/2022, CRL.M.A. 6413/2022

DIRECTORATE OF ENFORCEMENT Petitioner

Through: Mr.Zoheb Hossain, Special counsel
for ED with Mr.Vivek Gurnani,
Mr.Kartik Sabharwal ad Mr.Dipanshu
Gaba, Advts.

versus

MR. GAGAN DHAWAN & ANR. Respondents

Through:

2

+ W.P.(CRL) 2925/2022, CRL.M.A. 25637/2022

ROHIT Petitioner

Through: Mr.Pankush Goyal, Advocate

versus

DIRECTORATE OF ENFORCEMENT Respondent

Through: Mr.Zoheb Hossain, Special counsel
for ED with Mr.Vivek Gurnani,
Mr.Kartik Sabharwal ad Mr.Dipanshu
Gaba, Advts.

3

+ CRL.M.C. 499/2023, CRL.M.A. 1967/2023

4

+ CRL.M.C. 1702/2023, CRL.M.A. 6507/2023

5

+ W.P.(CRL) 96/2022, CRL.M.A. 1054/2022

R P GOYAL Petitioner

Through: Mr. N.Hariharan, Sr. Adv. with Ms.
Ranjana Roy G., Mr. Ujjwal Jain, Mr.
Siddharth Sharma, Ms. Shambhavi
Kashyap, Mr. Vijay Poonia, Advts.

versus

DIRECTORATE OF ENFORCEMENT Respondent



Through: Mr. Zoheb Hossain, special counsel
with Mr. Vivek Gurnani, Mr. Kartik
Sabharwal, Advs.

8

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CRL.M.C. 7029/2022

DIRECTORATE OF ENFORCEMENT

..... Petitioner

Through: Mr. Zoheb Hossain, special counsel
with Mr. Vivek Gurnani, Mr. Kartik
Sabharwal, Advs.

versus

RAJ SINGH GEHLOT

..... Respondent

Through: Mr. N. Hariharan, Sr. Adv. with Mr.
Tanveer Ahmad Mir, Mr. Vaibhav
Suri, Mr. Yash Dutt, Mr. Shashwat
Sarin, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

07.05.2024

**CRL.M.C. 1478/2022, W.P.(CRL) 2925/2022, W.P.(CRL) 96/2022,
CRL.M.A. 1054/2022, CRL.M.C. 1702/2023, CRL.M.A. 6507/2023,
CRL.M.C. 499/2023, CRL.M.A. 1967/2023**

Mr. N. Hariharan, learned senior counsel for the Raj Singh Gehlot/R.P.Goyal submits that the above said all matters are connected and pertains to identical issues and these matters may be listed together on the same date.

At request, list on 28.08.2024.

Interim orders to continue in petitions bearing Nos. CRL.M.C. 499/2023, CRL.M.C. 1702/2023 and W.P.(CRL) 96/2022.



CRL.M.A. 14022/2024 in CRL.M.C. 7029/2022

List the application for hearing on 14.05.2024.

DINESH KUMAR SHARMA, J

MAY 7, 2024

Pallavi



\$~16

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

+ O.M.P. (COMM) 532/2023, I.A. 25732/2023, 25733/2023,
25734/2023

GOVT OF INDIA MINISTRY OF DEFENCE NAVY PRINCIPAL
DIRECTORATE OF FLEET MAINTENANCE Petitioner

Through: Mr Apoorv Kurup, CGSC with Ms.
Gauri, Mr. Vikramaaditya, Adv.

versus

SHIP REPAIRING CENTRE
ZVYOZDOCHKA RUSSIA

..... Respondent

Through: Mr.Ravi Nath, Mr. Ankur Mahindro,
Mr. Rohan Taneja, Mr. Aditya Kapur
and Mr. Mehul Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
08.05.2024

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At joint request, list on 24.07.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi



\$~10

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 415/2021, CCP(O) 70/2022, 72/2022, I.A. 11154/2021
12491/2021, 12492/2021, 13308/2021, 17600/2022
VARTIKA KATIYAR Plaintiff

Through: Ms. Sumitra Choudhary, Ms. Renu
Bajpai, Mr. M.K.Raghav Raman, Mr.
Vivek Yadav, Ms. Jasmine Sheikh,
Ms. Nitya Sharma Advs.

versus

NITEEN YEOLA Defendant

Through: Ms. Jyoti Sharma, Mr. R D. Singh
Advs. for R-2(VC)

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
08.05.2024

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At joint request, list on 19.09.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi



\$~39 to 41

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

+ ARB. A. (COMM.) 45/2023, I.A. 21860/2023, I.A. 21862/2023
FINAL STEP DEVELOPERS PVT. LTD. THROUGH
AUTHORIZED REPRESENTATIVE, Petitioner

Through: Mr Parag P. Tripathi, Mr. Jayant
Mehta, Sr. Advs with Mr. Jatin
Sehgal, Mr. Shashank Garg, Mr.
Nawab Singh Jaglan, Mr. Nikhil Palli,
Ms. Devna Soni and Mr. Sivashish
Dwivedi, Advs.

versus

DLF HOME DEVELOPERS PRIVATE LIMITED & ORS.

..... Respondents

Through: Mr. Pinaki Misra, Sr. Adv. with Mr.
Pravin Bahadur, Ms. Simran Brar,
Mr. Amit Agarwal, Ms. Apoorva
Neral, Mr. Swastik Dalai, Mr. Karan
Sharma, Ms. Kanika Gomber, Mr. S.
Anjani Kumar, Advs, with Mr. Atul
Srivastava, Ms. Swati Singh, Ms.
Poonam Madhan, ARs.

Mr. Rudra Pratap, Ms. Mrinalini
Sharma, Mr. Tushar Randhawa, Mr.
Rahul Sharma, Ms. Disha Choudhary,
Advs. for R-3

Mr. Sunil Dalal, Sr. Adv. with
Mr. Rishi Aggarwala, Ms. Manisha
Sarola, Mr. Ankit Barati, Adv. for R-
4

Mr. Unmesh Shukla, Sr. Adv with
Mr. Ravi Tyagi, Mr. Mayank Mishra,
Ms. Manmilan Sidhu, Mr. Kanishk
Khullar, Ms. Bhumika Bhatnagar,
Advs. for R-5

+ O.M.P. (COMM) 450/2023, I.A. 21844/2023



FINAL STEP DEVELOPERS PVT. LTD. THROUGH
AUTHORIZED REPRESENTATIVE Petitioner

Through: Mr Parag P. Tripathi, Mr. Jayant
Mehta, Sr. Advs with Mr. Jatin
Sehgal, Mr. Shashank Garg, Mr.
Nawab Singh Jaglan, Mr. Nikhil Palli,
Ms. Devna Soni and Mr. Sivashish
Dwivedi, Advs.

versus

DLF HOME DEVELOPERS LIMITED THROUGH AUTHORIZED
REPRESENTATIVE & ORS. Respondents

Through: Mr. Pinaki Misra, Sr. Adv. with Mr.
Pravin Bahadur, Ms. Simran Brar,
Mr. Amit Agarwal, Ms. Apoorva
Neral, Mr. Swastik Dalai, Mr. Karan
Sharma, Ms. Kanika Gomber, Mr. S.
Anjani Kumar, Advs, with Mr. Atul
Srivastava, Ms. Swati Singh, Ms.
Poonam Madhan, ARs.
Mr. Rudra Pratap, Ms.Mrinalini
Sharma, Mr. Tushar Randhawa, Mr.
Rahul Sharma, Ms. Disha Choudhary,
Advs. for R-3
Mr. Unmesh Shukla, Sr. Adv with
Mr. Ravi Tyagi, Mr. Mayank Mishra,
Ms. Manmilan Sidhu, Mr. Kanishk
Khullar, Ms. Bhumika Bhatnagar,
Advs. for R-5

+ O.M.P.(MISC.)(COMM.) 83/2024

DLF HOME DEVELOPERS LIMITED Petitioner

Through: Mr. Pinaki Misra, Sr. Adv. with Mr.
Pravin Bahadur, Ms. Simran Brar,
Mr. Amit Agarwal, Ms. Apoorva
Neral, Mr. Swastik Dalai, Mr. Karan
Sharma, Ms. Kanika Gomber, Mr. S.
Anjani Kumar, Mr. Atul Srivastava,
Advs.



versus

SHIPRA ESTATES LIMITED & ORS.

..... Respondents

Through: Mr Parag P. Tripathi, Mr. Jayant Mehta, Sr. Advs with Mr. Jatin Sehgal, Mr. Shashank Garg, Mr. Nawab Singh Jaglan, Mr. Nikhil Palli, Ms. Devna Soni and Mr. Sivashish Dwivedi, Advs.
Mr. Dheeraj Nair, Mr. Manish Jha, Ms. Vishruti Sahni, Ms. Muskaan Gupta, Advs. for R-4
Mr. Rudra Pratap, Ms. Mrinalini Sharma, Mr. Tushar Randhawa, Mr. Rahul Sharma, Ms. Disha Choudhary, Advs. for R-3
Mr. Unmesh Shukla, Sr. Adv with Mr. Ravi Tyagi, Mr. Mayank Mishra, Ms. Manmilan Sidhu, Mr. Kanishk Khullar, Ms. Bhumika Bhatnagar, Advs. for R-5

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.05.2024

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Part arguments heard.

List for further arguments on 09.05.2024 at 11.30 AM.

Interims orders, if any, to continue.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi



\$~28

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

+ **CS(OS) 746/2010**

YOGESH KUMAR & ANR Plaintiff

Through: **Mr. Samrat Nigam , Mr. Amit Punj,**
Adv.

versus

KULDEEP SINGH Defendant

Through: **Mr. Manish Mriglani, Adv.**

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

% **ORDER**
08.05.2024

List on 29.07.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi



\$~27

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

+ O.M.P. (COMM) 276/2023, I.A. 14020/2023, 14021/2023,
14022/2023

RELIANCE COMMERCIAL FINANCE LIMITED Petitioner

Through: Mr. Jayant Mehta, Sr. Adv. with Mr.
Aditya Panda, Ms. Nikita, Adv.

versus

TARAASHNA FINANCIAL SERVICES LIMITED.... Respondent

Through: Mr. Manik Dogra, Mr. Viral Mehta,
Mr. Shaheezad Kazi, Ms. Ishita
Mathur, Ms. Tripti Sharma, Mr.
Dhruv Pande, Adv.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.05.2024

%

Part arguments heard.

List for further arguments on 24.05.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi



\$~24

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

+ **OMP (ENF.) (COMM.) 241/2023**

JAKSONS DEVELOPERS PVT LTD Decree Holder

Through: **Mr.Sumit Bansal, Mr. Udaibir Singh
Kochar, Advs.**

versus

DELHI DEVELOPMENT AUTHORITY Judgement Debtor

Through: **Ms. Vrinda Kapoor, Adv.(VC)**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **08.05.2024**

EX.APPL.(OS) 1593/2023

Exemption is allowed subject to all just exceptions.

OMP (ENF.) (COMM.) 241/2023

Ms. Vrinda Kapoor, learned counsel for the Judgment Debtor states at BAR on instructions that the entire awarded amount as claimed in the execution petition shall be deposited with the Registry of this Court within four weeks.

In view of the submissions made above, the present petition stands disposed of with liberty to the petitioner to move an application for withdrawal of deposited amount in accordance with the law.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi



\$~25

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

+ TEST.CAS. 8/2024, I.A. 2254/2024, I.A. 2255/2024

HARPREET SINGH NAYYAR Petitioner

Through: Mr. Alok Kumar, Sr. Adv.(VC)

versus

STATE & ORS. Respondent

Through: Mr. Jayveer Singh, Adv. (VC)
Mr, Harmeet Singh Gulati and Mr.
Hitesh Solanki for respondent no 2
along with respondent no 2.(VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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08.05.2024

Learned senior counsel for the petitioner has submitted that the respondent No.2 in his written statement has submitted that they are in possession of the property bearing No.24, New Rajdhani Enclave, Vikas Marg, New Delhi.

Learned counsel for the respondent has submitted that the respondent No.2 is in possession of the property bearing No.24, New Rajdhani Enclave, Vikas Marg, New Delhi-110092 and they have no intention of creating any third party interest or transferring the same.

In view of the submissions made above, the status quo in respect to the title and possession of the property bearing No.24, New Rajdhani Enclave, Vikas Marg, New Delhi be maintained.



List the matter before the Joint Registrar (judicial) for completion of pleadings and admission/denial of documents on 09.08.2024, the date already fixed.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi



\$~1(appellate matter)

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

+ W.P.(CRL) 1261/2024, CRL.M.As. 12250-51/2024

BHUSHAN POWER & STEEL LIMITED Petitioner

Through: Dr. Abhishek Manu Singhvi, Mr.
Adv. with Mr. Vikas Pahwa, Sr. Adv.
with Mr. Anugrah Robin Frey, Mr.
Yashvardhan Bandi, Mr. Siddharth
Seem, Mr. Samarthy Sansar, Advs.

versus

UNION OF INDIA & ANR. Respondents

Through: Mr. Zoheb Hossian, Specila counsel
with Mr. Manish Jain, Special
Counsel with Mr. Vivek Gurnani, Mr.
Kartik Sabharwal, Mr. Snehal Sharda,
Mr. Rukbaan Tyagi, Ms. Radhika
Puri, Advs.

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

% **ORDER**
08.05.2024

Let the present matter be listed before the other Bench on 10.05.2024
subject to the orders of Hon'ble the Acting Chief Justice.

DINESH KUMAR SHARMA, J

MAY 8, 2024

Pallavi...



\$~5

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

+ ARB.P. 214/2024, I.A. 3820/2024

PNB HOUSING FINANCE LIMITED

..... Petitioner

Through: Ms. Jasmine Damkewala, AOR, Ms.
Vaishali Sharma, Mr. Dibyam Khera,
Advocates.

versus

PRAFULLA SUBHASHCHANDRA BHAT & ORS..... Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.05.2024

%

1. The petitioner has filed an affidavit of service.
2. There is some ambiguity in the contents of the affidavit and the reports as per the affidavit, only respondent no.3, M/S Northway Space Ltd has been served.
3. For the remaining respondents the report is either addressee left without instructions or insufficient address.
4. The plea of the learned counsel for the petitioner that as far as the courier is concerned that have been delivered to the receiver, however, perusal of the record file indicates that it is returned back to the origin and it's not clear that whether it has been delivered to the addressee or the sender. However learned counsel for the petitioner submits that the respondents have also been served through e-mail ID which is provided in the contract itself.



5. Learned counsel submits that affidavit has already been filed. Let it be brought on record.
6. List on 14.05.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~6

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

+ CS(COMM) 115/2021, I.A. 3858/2021

M/S. HUMADE CORPORATION Plaintiff

Through: Mr. Ruhini Dey, Mr. S. Ravishankar,
Mr. Yamunah Nachiar, Advocates.

versus

M/S. RITZY CHEMICALS PVT LTD & ORS. Defendant

Through: Mr. Mohit Chaudhary, Mr. Kunal
Sachdeva, Mr. Ashish Arya,
Ms. Vaishali Shukla, Advocate for D-
1 to D-3.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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08.05.2024

1. Learned counsel for the plaintiff submits that she needs some more time to take instruction in terms of order dated 04.03.2024.
2. As per order dated 18.01.2024 defendant no.4 has already been served by way of publication, however has failed to appear hence proceeded as *ex parte*. Pleadings in respect of the remaining defendants are complete.
3. On the basis of pleadings following issues are framed:
 - a) Whether the plaintiff is entitled to a decree for recovery of damages of USD 472,500?OPP
 - b) Whether the present suit is maintainable in view of the CS (COMM) 64/2022 M/S Humade Corporation Vs. M/s MeghaArika Impex Private Ltd.& Ors? OPP



- c) Whether the plaintiff is entitled for 18 % interest as prayed for?OPP
- d) Relief.
- 4. No other issue arises or pressed upon.
- 5. List before learned Joint Registrar on 08.07.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~7

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

+ **CS(OS) 1948/2015, I.A. 2690/2024, 4732/2024**

JASMEET SINGH MARWAH

..... Plaintiff

Through: **Mr. N. Kumar Aaruni Devansh, Ms. Anamika, Advocates.**

versus

NUWAY ORGANIC NATURALS INDIA LTD & OTHERS

..... Defendants

Through: **Mr. Akshu Jain, Ms. Stuti Jain, Ms. Vishwa Bharti, Advocate for D-1 to D-2.
Mr. Divyam(Panel Counsel, GNTCD)
with Mr. Mayank Kamra, Advocate.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **08.05.2024**

I.A. 2690/2024

1. Learned counsel appearing on behalf of defendant no.2 states that he has instructions to withdraw the present application with the liberty to move fresh application if required.

2. Accordingly the application is dismissed as withdrawn with liberty as prayed for.

I.A. 4732/2024

3. In view of the fact that I.A.2690/2024 has been withdrawn the present application becomes infructuous and hence dismissed.



CS(OS) 1948/2015

4. List before the learned Joint Registrar (judicial) on 03.09.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~8

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

+ CS(OS) 27/2021, I.A. 22858/2023, 22859/2023

SONIKA GOYAL Plaintiff

Through: Mr. Mukul, Ms. Anju, Advocates.

versus

KAILASH CHANDRA JOSHI Defendant

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **08.05.2024**

I.A. 22860/2023 (exemption)

1. Allowed subject to all just exceptions.
2. The application stands disposed of.

I.A. 22858/2023 (for restoration)

3. The present application has been for the restoration of the suit dismissed in default on 17.01.2023.
4. Issue notice to the defendant through counsel through all permissible modes upon taking steps by the plaintiff, returnable on 17.09.2024.

I.A.22859/2023

5. This is an application seeking condonation of delay of 266 days in Filing the application.
6. Issue notice to the defendants through counsel through all permissible modes upon taking steps by the plaintiff, returnable on 17.09.2024.
- 7.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~9

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

+ CS(OS) 136/2021, I.A. 3337/2021, 8658/2021, 19046/2023

MR. JAGAT NARAIN MEHRA Plaintiff

Through: Mr. Lalit Gupta, Mr. Priyansh Jain
Mr. Ankit Singh, Advocates
alongwith plaintiff in person.

versus

MR. PRAKASH KISHORE & ORS. Defendant

Through:

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **08.05.2024**

I.A. 3337/2021, 8658/2021

1. The pleadings in these I.As. are complete.
2. List for arguments for disposal on 03.09.2024.

CS(OS) 136/2021

3. List for framing of issues on 03.09.2024.

I.A. 19046/2023

4. Learned counsel for the petitioner submits that in terms of order dated 15.12.2023, he may be permitted to place on record the certified copies of the original Will along with and codicils and the original Will codicils may returned to him.
5. Let the original will and codicils be returned to him after placing on



record the certified copy of the will and codicils.

6. The application stands disposed of..

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~20 to 23

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

+ O.M.P.(I) (COMM.) 129/2024,
PROPEL SHIPPING PTE LTD

..... Petitioner

Through: Mr. Amitava Majumdar, Mr. Arvind
Kr. Gupta, Mr. Ashutosh Tiwari, Mr.
Rishi Bhardwaj, Mr. Shivank S.
Singh, Advocates.

versus

RASHTRIYA ISPAT NIGAM LIMITED &
ANR.

..... Respondent

Through: Mr. Ankit Chaturvedi, Advocate for
R-1.

21

+ O.M.P.(I) (COMM.) 130/2024
PROPEL SHIPPING PTE LTD

..... Petitioner

Through: Mr. Amitava Majumdar, Mr. Arvind
Kr. Gupta, Mr. Ashutosh Tiwari, Mr.
Rishi Bhardwaj, Mr. Shivank S.
Singh, Advocates.

versus

RASHTRIYA ISPAT NIGAM LIMITED
& ANR.

..... Respondent

Through: Mr. Ankit Chaturvedi, Advocate for
R-1.

22

+ O.M.P.(I) (COMM.) 131/2024
PROPEL SHIPPING PTE LTD

..... Petitioner

Through: Mr. Amitava Majumdar, Mr. Arvind
Kr. Gupta, Mr. Ashutosh Tiwari, Mr.
Rishi Bhardwaj, Mr. Shivank S.
Singh, Advocates.

versus



RASHTRIYA ISPAT NIGAM LIMITED
& ANR.

..... Respondent

Through: Mr. Ankit Chaturvedi, Advocate for
R-1.

23

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O.M.P.(I) (COMM.) 132/2024
PROPEL SHIPPING PTE LTD

..... Petitioner

Through: Mr. Amitava Majumdar, Mr. Arvind
Kr. Gupta, Mr. Ashutosh Tiwari, Mr.
Rishi Bhardwaj, Mr. Shivank S.
Singh, Advocates.

versus

RASHTRIYA ISPAT NIGAM LIMITED
& ANR.

..... Respondent

Through: Mr. Ankit Chaturvedi, Advocate for
R-1.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
08.05.2024

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1. After Mr. Amitava Majumdar, learned counsel appearing for the petitioner has made some preliminary submissions in the matter, Mr. Ankit Chaturvedi, learned counsel appearing for respondent No.1/Rashtriya Ispat Nigam Limited submits, that he has instructions to state that the freight charges that are subject matter of the dispute in the present petition shall be paid without demur, within 4 weeks from today.
2. The statement made on behalf of respondent No.1 is taken on record.
3. Respondent No.1 shall remain bound by the statement made and shall honour it within the time frame stated.
4. In the circumstances, Mr. Majumdar submits that further proceedings



in this matter may be deferred awaiting compliance by respondent No.1 of the statement made.

5. List on.05.06.2024 for awaiting compliance.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~26

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

+ O.M.P. (COMM) 293/2021, I.A. 12797/2021

SOUTH DELHI MUNICIPAL CORPORATION Petitioner

Through: Mr. Sanjay Poddar, Sr. Advocate with
Ms. Aakansha Kaul, Mr. Aman, Mr.
Satya Sabharwal, Ms. Rhea
Borkotoky, Advocates.

versus

JMC PROJECTS INDIA LTD Respondent

Through: Mr. Arvind Nigam, Sr. Advocate with
Ms. Prity Sharma, Advocate.

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

ORDER
08.05.2024

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1. Learned Senior Counsel appearing on behalf of the petitioner has concluded the arguments.
2. List on 27.05.2024 at 03.30 PM.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~17 & 18

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

+ O.M.P. (COMM) 27/2024, I.A. 964/2024

GOVERNMENT OF CHHATTISGARH Petitioner

Through: Mr. Aman N, Ms. Bhawna Mapwal,
Mr. Sumeer Sodhi, Advocates.

versus

RAIPUR EXPRESSWAY LIMITED Respondent

Through: Mr. Deepak Khurana, Advocate.

+ O.M.P. (COMM) 49/2024

RAIPUR EXPRESSWAYS LIMITED Petitioner

Through: Mr. Deepak Khurana, Advocate.

versus

GOVERNMENT OF CHHATTISGARH Respondent

Through: Mr. Aman N, Ms. Bhawna Mapwal,
Mr. Sumeer Sodhi, Advocates.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **08.05.2024**

1. The pleadings are complete.
2. Learned counsel for both the parties are directed to file brief written synopsis not exceeding five pages alongwith joint convenience compilation within four weeks with advance copy to the opposite party.
3. List on 31.07.2024 at 2:30 pm.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~14 & 15

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

+ O.M.P. (COMM) 243/2021, I.A. 10444/2021

CEDAR INFONET PRIVATE LIMITED & ORS.

..... Petitioner

Through: Mr. Kunal Lakra on behalf of
Mr. Ashim Vachher, Advocate.

versus

RELIGARE FINVEST LIMITED (RFL) AND ARCIL & ANR.

..... Respondent

Through:

+ O.M.P. (COMM) 244/2021, I.A. 10447/2021

COL H S BEDI & ORS.

..... Petitioner

Through: Mr. Kunal Lakra on behalf of Mr.
Ashim Vachher, Advocate.

versus

RELIGARE FINVEST LTD (RFL) & ORS.

..... Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.05.2024

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1. On behalf of the petitioner an adjournment is sought as the main
counsel Mr. Ashim Vachher, is not available today.

2. Renotify on 20.09.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~19

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

+ O.M.P.(I) (COMM.) 362/2023, I.A. 578/2024

G D GOENKA PVT LTD

..... Petitioner

Through: Ms. Garima Saxena, Mr. Rishabh
Jain, Advocates.

versus

DINODIA EDUCATIONAL SOCIETY

..... Respondent

Through: Ms. Charu Bansal, Mr. Aayush
Mitruka and Mr. Suresh Kumar
Mitruka, Advocates.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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08.05.2024

1. On behalf of the petitioner an adjournment is sought as the main counsel Sh. Rajat Aneja, is appearing before the Hon'ble Supreme Court.
2. List on 23.09.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~13

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

+ O.M.P. (COMM) 110/2021, I.A. 14300/2023

RITES LIMITED

..... Petitioner

Through: Mr. Udit Seth , Mr. Roshan Roy, Mr.
Divyanshu Singh Adv.

versus

**ARORA CONSTRUCTION COMPANY
PVT. LTD.**

..... Respondent

Through: Mr. Vikrant Narayan Vasudeva, Mr.
Sarhak Chiller, Mr. Rohit Lochav,
Advocates.

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER
08.05.2024**

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1. On behalf of petitioner an adjournment is sought.
2. Renotify on 19.09.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K



\$~11

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

+ CS(OS) 447/2021, I.A. 12179/2021

ANIL KUMAR GUPTA

..... Plaintiff

Through: Mr. Arindum Bhardwaj, Mr. Ramesh
Kumar, Advocates.

versus

LAXMI DEVI & ORS.

..... Defendant

Through: Mr. Ankit Patel, Advocate for D-1 to
D-4.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.05.2024

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1. Vide order dated 13.01.2023 Learned Joint Registrar has recorded that the pleadings are complete and the admission/denial of documents has already been done.

2. On the basis of the pleadings of the parties, the following issues are framed:

- a) Whether the petitioner is entitled for partition of suit property bearing plot No.9, Block-C-7, Model Town-III, Delhi-110009? OPP
- b) Whether the petitioner is entitled to 5/6th share of the suit property? OPP
- c) Whether the defendant no.7 to 9 and Smt. Laxmi Gupta (mother of defendant no.10 to 11 and wife of defendant no.13), executed the Relinquishment Deeds dated 03.12.2011 and 22.02.2018 in favour of



the plaintiff? OPD 1 to 6

d) Whether the petitioner is entitled for permanent and mandatory injunction? OPP

e) Whether Lt. Sh. Jagdish Prasad Gupta has orally partitioned the suit property and allotted first and second floor to Lt. Sh. Ashok Kumar Gupta and ground floor alongwith three Mezzanine floor to the plaintiff? OPD

f) Relief

3. No other issue arises or pressed.

4. List before learned Joint Registrar on 10.07.2024.

DINESH KUMAR SHARMA, J

MAY 8, 2024/K