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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of Decision: 05<sup>th</sup> February, 2026

+ ARB.P. 1490/2025

DEVENDER KUMAR AGGARWAL & ANR. ....Petitioners

Through: Mr. Subodh Kr. Pathak, Mr. Pawan Kumar Sharma and Mr. Abhijeet Saxena, Advs.

M: 9810025083

versus

PRAVEEN KUMAR ....Respondent

Through: Mr. Ankur Goel and Mr. Saket Singh, Adv.

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**MINI PUSHKARNA, J. (Oral):**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”), seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties, arising out of a Limited Liability Partnership Agreement dated 23<sup>rd</sup> June, 2016 (“Agreement”).
2. Learned counsels appearing for the parties submit that the talks of settlement between the parties have failed.
3. Learned counsel for the petitioners submits that the petitioners entered into the Agreement with the respondent to carry out the business of purchase and sale of land, flats and real estate promotions/engage in infrastructure development/exchange or acquire interest in any immovable property, under the name and style of ‘Shree Gee InfraTech LLP’ (“LLP”).



4. Learned counsel for the petitioners submits that under the Agreement, the petitioners and respondent were partners in the LLP, wherein, equities were shared between the parties, with 50% shares in the name of respondent, i.e., Mr. Praveen Kumar, 25% in the name of petitioner no. 1, i.e., Mr. Devender Kumar Aggarwal, and 25% in the name of petitioner no. 2, i.e., Mrs. Pawan Aggarwal.

5. Learned counsel for the petitioners further submits that the LLP undertook various infrastructure and development contracts, including, with Indian Oil Corporation Ltd., Hans Raj College, and JMC Projects (India) Ltd.

6. It is submitted that during the execution of the aforesaid work, some of the work, which was beyond the Agreement, was awarded to the respondent's firm, namely, '*M/s. Shilpi Technocraft LLP*', whereas, the payment was made from the LLP.

7. It is further submitted that upon completion of the work and settlement of accounts, a sum of Rs. 1,60,82,697/- became payable towards the share of profits to the petitioners. However, despite repeated demands, the said amount has not been paid by the respondent to the petitioners, thereby, giving rise to the disputes under the Agreement.

8. Learned counsel for the petitioners draws the attention of this Court to the Agreement, which contains the Arbitration Clause, i.e., Clause 38.

9. He submits that the petitioners issued a legal notice under Section 21 of the Arbitration Act dated 21<sup>st</sup> July, 2025, which was dispatched on 22<sup>nd</sup> July, 2025 and again dispatched on 01<sup>st</sup> August, 2025. Thereafter, another notice dated 11<sup>th</sup> August, 2025, under Section 21 of the Arbitration Act was also issued to the respondent.



10. By way of the said notices, the petitioners called upon the respondent to concur in the appointment of a Sole Arbitrator for adjudication of the disputes arising between the parties.

11. Learned counsel for the petitioners submits that the respondent, *vide* its reply dated 23<sup>rd</sup> August, 2025 to the notice dated 11<sup>th</sup> August, 2025, declined to accede to the petitioners' request for appointment of a Sole Arbitrator. Hence, the present petition came to be filed.

12. *Per contra*, learned counsel for the respondent submits that the alleged demands/claims raised by the petitioners pertain to the works executed by another entity, i.e., 'M/s. Shilpi Technocrats LLP', belonging to the respondent and his family members, and not under the Agreement.

13. Learned counsel for the respondent further submits that petitioners have no relationship or stake in 'M/s. Shilpi Technocrats LLP', and thus, the petitioners cannot demand any share from the income earned by the 'M/s. Shilpi Technocrats LLP', in any manner, whatsoever.

14. It is submitted that since 'M/s. Shilpi Technocrats LLP' is not a party to the Agreement, and therefore, the attempts of petitioners to adjudicate alleged disputes under the Agreement is misconceived.

15. It is further submitted that even if it is assumed that there exists any dispute, the same is *ex-facie* barred by limitation. Since 2019, the petitioners have been repeatedly raising the claims/demands, which establishes that despite being fully aware of the pending claims, no legal steps were taken by the petitioners in this regard.

16. It is further submitted that the present petition is pre-mature as the pre-arbitration consultation, as mandated by the Arbitration Clause has not been fulfilled.



17. Having heard learned counsels for the parties and after perusal of the documents on record, at the outset, this Court notes that there exists a valid Arbitration Clause, i.e., Clause 38. The said Clause 38 of the Agreement, reads as under:

“xxx xxx xxx

**(38) Arbitration:**

*In the event that a dispute arises out of or in connection with the validity, interpretation, or implementation of this LLP Agreement, the Parties hereto, shall attempt in the first instance to resolve such dispute through consultations in good faith.*

*All disputes between the Partners or between the Partner and the SHREE GEE INFRATECH LLP arising out of the Limited Liability Partnership agreement which to be resolved in terms of this agreement.*

*If the dispute is not resolved in the aforesaid manner after not less than thirty (30) days from the date that the consultations have started, then such dispute shall be referred to and finally resolved by arbitration under with the provisions of the Arbitration and Conciliation Act, 1996. The reference shall be made to a sole arbitrator appointed mutually by the Parties. The venue for conducting the arbitration proceedings shall be Delhi. The language to be used in the arbitration proceedings shall be English and all the pleadings and proceedings and the award of the arbitration shall be in English (India).*

xxx xxx xxx”

18. Perusal of the aforesaid arbitration clause shows that the seat of arbitration shall be at Delhi.

19. Therefore, this Court is satisfied that there exists a valid Arbitration Clause, i.e., Clause 38 of the Agreement between the parties. Further, there are disputes between the parties which need to be adjudicated by way of arbitral proceedings.

20. This Court also notes that the petitioners have invoked the aforesaid Arbitration Clause by issuing legal notices under Section 21 of the Arbitration Act, requesting the respondent to concur with the appointment of a Sole Arbitrator. However, the respondent has declined to proceed with the



said appointment.

21. This Court notes the submission of learned counsel for the petitioners that the approximate claim amount is to the tune of Rs. 1,60,82,697/- (Rupees One Crore Sixty Lacs Eighty Two Thousand Six Hundred Ninety Seven Only).

22. With regard to the submission of the respondent that the present petition is pre-mature as the parties have not complied with the requirement of pre-arbitration consultation, this Court notes that the parties entered into settlement talks during the pendency of the present petition. Since the said settlement talks failed, this Court is of the opinion that the requirement of consultation provided under the Arbitration Clause stands satisfied.

23. With respect to the issue that the claim raised by the petitioners is barred by limitation, the same is kept open and the said preliminary objection shall be considered by the Arbitrator.

24. Thus, considering the aforesaid, the dispute between the parties is referred to an Arbitral Tribunal, comprising of a Sole Arbitrator.

25. Accordingly, the following directions are issued in this regard:

i. Ms. Zeba Khair, Advocate, (Mobile No. 8800507452) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.

iii. The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

iv. It shall be open to the respondent to raise counter-claims, if any, in



arbitration proceedings.

v. The parties shall approach the Arbitrator within two (2) weeks from today.

vi. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, 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.

26. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

27. The present petition is disposed of in the aforesaid terms.

**MINI PUSHKARNA, J**

**FEBRUARY 5, 2026/KR**