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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Judgment Delivered on: 24.04.2026*

+ ARB.P. 738/2026

NATHU RAM JAIN

.....Petitioner

Through: Mr. Vinod Dahiya, Ms. Shreya Garg
and Ms. Vandana Dahiya, Advs.

versus

AKHIL BHARTIYA AGRAWAL SAMMELAN THROUGH
NATIONAL GENERAL SECRETARY GOPAL GOYAL & ORS.

.....Respondents

Through: Mr. Thakur Sumit and Mr. Gaurav
Rathod, Advs. for R-1 & 2 with R-2
in person.
Mr. Kumar Mukesh and Ms. Chetna
Goyal, Advs. for R-3.**CORAM:****HON'BLE MR. JUSTICE VIKAS MAHAJAN****JUDGMENT****VIKAS MAHAJAN, J (ORAL)****I.A. 11218/2026 (under Section 151 CPC seeking exemption from filing the true typed copies and translated copies of dim orders and annexures)**

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

ARB.P. 738/2026 & I.A. 11217/2026 (under Section 151 CPC read with Section 9 of Arbitration and Conciliation Act, 1996)

3. The present petition has been filed under the provisions of Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter, 'the Act'] for the appointment of a Sole Arbitrator in terms of Clause 43 of the Constitution (as amended in 2024) of the "Akhil Bhartiya Agrawal Sammelan/respondent no. 1, [hereinafter referred to as, 'Sammelan'], which is a registered society under the provisions of the Registration of Societies



Act, 1860 *vide* registration no. 7953 of 1976 and is governed by its own Constitution, Rules and Regulations.

4. Petitioner herein is aggrieved by the election notification dated 16.03.2026, which proposes to conduct elections on 25.04.2026 for the National Office Bearers of All India Agrawal *Sammelan*/Conference for the upcoming five year tenure 2026-2031, allegedly in complete violation of the Constitution of the *Sammelan* and the Rules and Regulations governing the registered society. Along with the present petition, the petitioner has also filed an application, being I.A. No. 11217/2026 under Section 9 of the Act praying for interim measures seeking to stay the elections.

5. The case set out in the present petition is that the petitioner is a responsible member of the *Sammelan* and is aggrieved by the illegal, arbitrary and non-transparent manner in which the affairs of the said society, particularly the election process scheduled to be held on 25.04.2026, are being conducted by the management/few officers bearers, including the National President Sh. Gopal Sharan Garg/respondent no.2 of the *Sammelan*.

6. Mr. Vinod Dahiya, learned counsel for the petitioner primarily submits that the impugned election notice dated 16.03.2026 was issued on the basis of an alleged Annual General Meeting conducted on 15.03.2026; however, the said meeting was held without issuing any proper notice or communication to a substantial number of members, approximately 1,20,000 in number, in gross violation of Clause 13(4) of the *Sammelan*'s Constitution. By referring to the said clause, he submits that before conducting an AGM, a notice of 30 days should be given to the members of the *Sammelan*, which was not given by the respondents.



7. He further submits that as per Clause 19(4) of the *Sammelan's* Constitution, the election notice is required to be published in the official magazine of the society and duly circulated amongst the members at least 21 days prior to the date of election, but in the present case, the alleged publication of the election notification dated 16.03.2026 in the Magazine/Patrika is highly doubtful and lacks authenticity, as the said Magazine/Patrika appears to have been printed only on 17.03.2026.

8. He submits that appointment of the Chief Election Officer, namely, Bhupinder Kansal/respondent no. 3, has been made without any authority of law and in a wholly non-transparent manner, without any resolution or approval from the competent body, thereby being in clear violation of Clause 19 of the Constitution of *Sammelan*.

9. He further submits that respondents have directly nominated candidates for the 25.04.2026 election without conducting the mandatory Regional Elections required under Clause 19(18)(i) of the Constitution.

10. Moreover he submits that the voter list prepared and relied upon by the respondents is incomplete and defective as it does not contain essential particulars such as postal addresses, mobile numbers, and email IDs of the members, thereby rendering any meaningful verification and canvassing by the candidates impossible, thus, compromising the integrity, fairness, and transparency of the election process.

11. Lastly, he made a submission, though not pleaded in the petition, that the unamended Clause 19(9) of the *Sammelan's* Constitution states that the term of office of elected office bearers shall be of three years, and that an office bearer will not hold the office for more than two consecutively terms. He further states that this clause was amended in the year 2024 to extend the



term of the office bearers from three years to five years. Further, a person could become an office bearer for consecutive two terms under the unamended constitution, but by way of amendment it was made three terms. In this regard, he submits that the said amendment to the Constitution was illegal, and further, in spite of the same, respondent nos. 1 and 2 are contesting for the third time.

12. Being aggrieved by the aforementioned anomalies, Mr. Dahiya draws the attention of the Court to the arbitration clause, namely Clause 43 of the Constitution of the *Sammelan*. He submits that in the background of such irregularities, the present dispute ought to be referred to arbitration, and an interim relief as prayed may be granted.

13. The constitution of *Sammelan* and Clause 43 is in Hindi, the English translation of which has been given in para 4 of the petition, and reads thus:

“4. That as per clause 43 of the Constitution of the Akhil Bhartiya Agrawal Sammelan, 2024, it is provided that any disputes or differences arising between the parties shall be referred to arbitration. The Petitioner, therefore, invoked the said clause for adjudication of the present disputes through arbitration. Clause 43 is reproduced below:

“43. Arbitration

Sadasyo aur sammelan ke aapsi vivad athva sammelan ki gatividhyon jaise sadasyta ya kisi bhi prakar ke any vivad ka niptara Arbitration and Conciliation Act, 1996 ke anatrगत arbitration ke dwara hi niptaya jaayegaa”

(“43. Arbitration: Any mutual disputes between members and the Conference, or disputes concerning the activities of the Conference—such as membership or any other matters of dispute—shall be resolved exclusively through arbitration in accordance with the Arbitration and Conciliation Act, 1996.”)



14. To buttress his contention, he has relied upon the following decisions – (i) *Union Territory of Ladakh and Ors. vs. Jammu and Kashmir national conference, through its general secretary*, (2024) 18 SCC 643; (ii) *Pradeepsinh Chandrasinh Solanki and Anr. vs. Board of control for cricket in India and Ors.*, 2026 SCC Online Guj 2079; (iii) *Gautam Das vs. High Powered Election Committee and Ors.*, 2026 SCC Online Cal 1473; (iv) *Big Charter Private Limited vs. Ezen Aviation Pty.Ltd. and Ors.*, 2020 SCC Online Del 1713.

15. *Per contra*, Mr. Thakur Sumit, learned counsel appearing on behalf of respondent nos. 1 and 2, vehemently opposes the petitioner's submissions. He contends that the present petition is essentially under section 11 of the Act and the petitioner cannot be permitted to seek interim reliefs in terms of section 9, nor a petition under section 11 can be treated as a petition under section 9, as prayed, since such a request is legally and procedurally untenable. Elaborating on this aspect, Mr. Sumit submits that the statutory requirements and the very nature of pleadings under said provisions are fundamentally distinct. If the matter is to be legitimately adjudicated under Section 9, the pleadings would necessarily have been far more elaborate, comprehensive, and specifically tailored to establish the grounds for interim protection, whereas, a petition under Section 11 has limited scope of appointing an arbitrator, and cannot be treated as Section 9 petition without there being the requisite standard of pleadings, satisfying particularly the triple test of – *prima facie* case, balance of convenience and irreparable loss.

16. Further, drawing attention of the Court to the arbitration clause, namely Clause 43 of *Sammelan's* Constitution, he submits that a plain reading of the said clause clearly indicates that disputes pertaining to the



election process are not subject to the arbitration mechanism. He further highlights that the term “election process” is conspicuously absent from the ambit of the arbitral clause.

17. He vehemently contends that election matters are inherently non-arbitrable as they involve rights and actions that are *in rem*. Substantiating on this proposition, he submits that a dispute regarding an election is not mere private dispute *in personam* between two individuals. Rather, the outcome of an election dispute affects the rights of the entire electorate, and any adjudication thereon binds one and all who are involved in the institution. Therefore, given the collective nature of the rights involved and the specific boundaries of Clause 43, the present dispute is fundamentally non-arbitrable and cannot, under any circumstances, be referred to an arbitral tribunal.

18. Additionally, he submits that an alternative and efficacious forum is already in place for the adjudication of the present dispute. In this regard, he refers to sub-clauses (14) and (15) of Clause 19 [identically worded in pre and post amendment of the Constitution of *Sammelan*], which states that after the election process begins, any complaint regarding the election must be made in writing to the Election Officer, and if the complainant is not satisfied with the decision, then he can file an appeal to the Tribunal of the *Sammelan*/Conference after the elections. Sub-clauses (14) and (15) of Clause 19 from the constitution (*Hindi version*) of *Sammelan* has been reproduced below in Extenso in Hindi, alongwith its English translation:



19. पदाधिकारियों का निर्वाचन

14. चुनाव प्रक्रिया प्रारंभ होने के पश्चात् चुनाव सम्बन्धित कोई भी शिकायत चुनाव अधिकारी से लिखित रूप में की जायेगी। अगर शिकार्यकर्ता उनके निर्णय से संतुष्ट न हो तो चुनाव के पश्चात् सम्मेलन के ट्रिब्यूनल में अपील की जा सकेगी।
15. तीन सदस्यीय ट्रिब्यूनल का गठन अध्यक्ष द्वारा महामंत्री के परामर्श से सम्मेलन की कार्यकारिणी के सदस्यों में से चुनाव अधिकारी की नियुक्ति के समय ही किया जायेगा।

19. Election of Office Bearers

14. After the commencement of the election process, any complaint related to the election shall be made in writing to the Election Officer. If the complainant is not satisfied with their decision, an appeal can be made to the Tribunal of the Conference after the election.

15. A three-member Tribunal shall be formed by the President, in consultation with the General Secretary, from among the members of the Executive Committee of the Conference at the same time as the appointment of the Election Officer.

(emphasis supplied)

19. He submits that a specific Tribunal has been constituted in terms of above quoted sub-clauses of Clause 19, exclusively to address and resolve grievances pertaining to the election process. Consequently, any such dispute must, in the first instance, be brought before the said Tribunal before approaching this Court. In support of this contention, the respondents place strong reliance on three official notifications of even date 28.01.2026, which were handed over in the Court, to establish appointment of three members who would constitute the Tribunal. Illustratively, one such notification dated 28.01.2026 is reproduced below in extenso:



2026:DHC:3467



अखिल भारतीय अग्रवाल सम्मेलन

(संस्थापक) रविन्द्रगन एगट ४४१ १९६० से अखिल भारतीय अग्रवाल सम्मेलन २०२६ (२०२६) २० जनवरी, १९७६)

८३, गौरीना बाग, जंमू मार्ग रोड, कौन्स बाग, नई दिल्ली- ११० ००५

फोन : ०११-४५७३३६८९, ९५४०७००५९२

Email : agroha@gmail.com • Website : www.allagarwal.org

डॉ. एस.एस. अग्रवाल	गोपाल शरण गर्ग	गोपाल चौकल	विमल अग्रवाल	सचिन गुप्ता
राष्ट्रीय संस्थापक	राष्ट्रीय अध्यक्ष	राष्ट्रीय महासचिव	राष्ट्रीय महासचिव	राष्ट्रीय महासचिव
मो.: ९१९९२८३६३१	मो.: ९४१६००६९३३	मो.: ९८३०१५७७३५	मो.: ९७६२८४५३२	मो.: ९२१२४१२५७९

Dated: 28 January 2026

Dr. Vivek Agrawal

A & A LAW CORP. ADVOCATES

(SUPREME COURT OF INDIA)

W-75D, Lane No.10, Mandir Marg, Anupam Garden,
Sainik Farms, New Delhi-110068

Dear Sir,

Subject: Election of Akhil Bhartiya Agrawal Sammelan.Term-2026-31

It gives me immense pleasure to state that, in view of your sincere and selfless services to the Agrawal Community and your dedication towards resolving their problems with honesty and diligence, you are hereby appointed as the Chairman of the 3 member Tribunal Committee for the captioned election. It has been decided that the National Election will be conducted on the basis of voting by the National Council, as per the amended Rules & Regulations of Agrawal Sammelan (Copy of the Amended Constitution 2024 is attached herewith).

The other members of the Tribunal have been appointed are:-

- | | |
|--------------------------------|--------|
| 1. CA Rajesh Garg | Member |
| 2. Dr. Deepak Jindal, Advocate | Member |

Mr. Bhupender Kansal from Delhi has been appointed as a Chief Election Officer to conduct the National election and he will be issuing the notification in due course. Apart from this, Mr. Anil Goyal has also been appointed as an Election Observer and Mrs. Nirupma Gupta from Delhi appointed as a National Co-Election

-: राष्ट्रीय परिषद् उपाध्यक्ष :-

सत्यभूषण जैन

मो.: 98111 97000



ईश्वर प्रसाद अग्रवाल

मो.: 99265 88888



सुरेश कुमार बंसल

मो.: 94340 44525



राम प्रकाश गर्ग

मो.: 98100 66332

-: राष्ट्रीय उपमहासचिव :-

बंसल कुमार मिश्र

मो.: 94313 94318



सी.बी. गोयल

मो.: 98140 12950



प्रेम चन्द मंगल

मो.: 94145 83263



रविन्द्र गोयल

मो.: 98100 56973





2026:DHC:3467





राष्ट्रीय वरिष्ठ अध्यक्ष :-
सत्यभूषण जैन
मो.: 98111 97000

ईश्वर प्रसाद अग्रवाल
मो.: 99265 88888

सुरेश कुमार बंसल
मो.: 94340 44525

राम प्रकाश गर्ग
मो.: 98100 66332

राष्ट्रीय उपमहामंत्री :-
बंसत कुमार मित्तल
मो.: 94313 94318

सी.बी. गोयल
मो.: 98140 12950

प्रेम चन्द मंगल
मो.: 94145 83263

रविन्द्र गोयल
मो.: 98100 56973

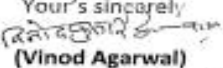
अखिल भारतीय अग्रवाल सम्मेलन

(राष्ट्रपति राजाधिराज एमट XX) 1860 में आयोजित प्रथम 7953 दिनांक 28 जनवरी, 1976)
83, मॉडल बस्ती, ईस्ट पार्क रोड, करोल बाग, नई दिल्ली- 110 005
फोन : 011-45733689, 9540700592
Email : agroha@gmail.com • Website : www.allagarwal.org

डॉ. एस.एस. अग्रवाल राष्ट्रीय चैपमैन मो.: 9999287855	गोपाल शरण गर्ग राष्ट्रीय अध्यक्ष मो.: 9416065937	गोपाल गोयल राष्ट्रीय महामंत्री मो.: 9810157736	विनोद अग्रवाल राष्ट्रीय महामंत्री मो.: 9376284532	सचिन गुप्ता राष्ट्रीय कोषाध्यक्ष मो.: 9212612578
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Officer. I have advised them to keep in regular touch with the Tribunal members and I have no doubt that with your support and guidance the election will be conducted in a fair and transparent and smooth manner.

With best wishes and regards

Yours sincerely

(Vinod Agarwal)
National General Secretary

CC to:

- Mr. Gopal Sharan Garg (National President) 9410559957
- Mr. Gopal Goel (National General Secretary) 9810157736
- Mr. Bhupender Kansal (Chief Election Officer) 9999256446
- Mr. Anil Goyal (Chief Election Observer) 9810950588
- Dr. Deepak Jindal (Member-Tribunal Committee) 9417293545
- CA Rajesh Garg (Member-Tribunal Committee) 9810771672

20. Mr. Sumit further contends that the election process has already been set into motion with the issuance of the formal notification and Programme of Election has been notified by the Chief Election Officer on 16.03.2026. In this backdrop, it is submitted that once the election machinery has been activated, this Court ought to refrain from exercising its jurisdiction to interfere with the ongoing election process.



21. He submits that this established legal embargo on judicial interference after the election process has commenced, is not merely confined to statutory or constitutional elections, but applies with equal force and vigour to the elections of governing bodies of societies registered under the Societies Registration Act.

22. He further contends that the petitioner himself is an active participant and a contesting candidate in the impugned election, as evidenced by the fact that he formally filed his nomination on 28.03.2026. He submits that having voluntarily submitted to the election machinery by filing his nomination, and thereafter having waited for 25 days before approaching the Court, the petitioner has acquiesced to the process. Consequently, the petitioner is now legally estopped from turning around and challenging the validity of the election process at this belated stage.

23. To buttress his contentions, he has placed reliance on the following decisions – (i) *Utkarsh vs. Delhi bar Association*, 2014 SCC Online Del 878; (ii) *Booz Allen and Hamilton Inc. vs. SBI Home Finance Limited and Ors.*, (2011) 5 SCC 532; (iii) *The Yachting Association of India vs. Boardsailing Association of India & ors.*, 2013 SCC OnLine Del 3235; (iv) *Supreme Court Bar Association and ors. vs. B.D Kaushik*, (2011) 13 SCC 774; (v) *Jyoti Basu and Ors. vs. Debi Ghosal and Ors.*, (1982) 1 SCC 691; (vi) *Kiran and Anr. vs. Shantilal Bhagchand Kocheta Jain & Ors.*, 2017 SCC Online Del 6883.

24. In rejoinder, Mr. Dahiya, learned counsel for the petitioner, clarifies that the petitioner is not presently pressing for an absolute stay on the ongoing election process. However, he vehemently urges that, as an interim



measure to protect the petitioner's interests, the opening of the ballot boxes and the subsequent counting of votes ought to be stayed, and any final declaration of results must be made strictly subject to the final outcome of the present petition.

25. Having heard the learned counsel for the respective parties at length, and having carefully perused the pleadings and material placed on record, this Court is of the considered view that before delving into the merits of the alleged irregularities in the election process, the threshold issue of the maintainability of the present petition must first be determined.

26. A plain reading of the arbitration clause i.e. clause 43 of the Constitution of the *Sammelan*, reveals that it strictly contemplates the resolution of mutual disputes between members and the Sammelan/Conference, or disputes concerning the "activities" of the Sammelan/Conference, such as membership etc. through arbitration. There is no specific mention of "election disputes" in the arbitration clause, suggesting that such disputes are non-arbitrable.

27. Even if one were to attempt a broadest interpretation of Clause 43, the fundamental nature of the dispute presents an insurmountable barrier to arbitrability. It is a well-settled legal proposition that arbitration is inherently a private dispute resolution mechanism designed to adjudicate rights *in personam*. An election of a society comprising approximately 1,20,000 members involves collective rights. A challenge to the election process, the appointment of a Chief Election Officer, or the validity of the voter list is not a private dispute between two individuals; it is an action *in rem*. The outcome of such a challenge affects the democratic rights of the entire electorate and the governing structure of the society as a whole. To put it



differently, the disputes pertaining to election, which bind not only the contesting candidates but all those in the electoral roll, are inherently non-arbitrable.

28. At this stage reference may beneficially be had to the decision of the Hon'ble Supreme Court **Booz Allen** (supra), wherein the Court expounded on the three facets of arbitrability, relating to the jurisdiction of the Arbitral Tribunal. The relevant extract from the decision reads thus:

“34. The term “arbitrability” has different meanings in different contexts. The three facets of arbitrability, relating to the jurisdiction of the Arbitral Tribunal, are as under:

(i) Whether the disputes are capable of adjudication and settlement by arbitration? That is, whether the disputes, having regard to their nature, could be resolved by a private forum chosen by the parties (the Arbitral Tribunal) or whether they would exclusively fall within the domain of public fora (courts).

(ii) Whether the disputes are covered by the arbitration agreement? That is, whether the disputes are enumerated or described in the arbitration agreement as matters to be decided by arbitration or whether the disputes fall under the “excepted matters” excluded from the purview of the arbitration agreement.

(iii) Whether the parties have referred the disputes to arbitration? That is, whether the disputes fall under the scope of the submission to the Arbitral Tribunal, or whether they do not arise out of the statement of claim and the counterclaim filed before the Arbitral Tribunal. A dispute, even if it is capable of being decided by arbitration and falling within the scope of arbitration agreement, will not be “arbitrable” if it is not enumerated in the joint list of disputes referred to arbitration, or in the absence of such joint list of disputes, does not form part of the disputes raised in the pleadings before the Arbitral Tribunal.



35. The Arbitral Tribunals are private fora chosen voluntarily by the parties to the dispute, to adjudicate their disputes in place of courts and tribunals which are public fora constituted under the laws of the country. Every civil or commercial dispute, either contractual or non-contractual, which can be decided by a court, is in principle capable of being adjudicated and resolved by arbitration unless the jurisdiction of the Arbitral Tribunals is excluded either expressly or by necessary implication. Adjudication of certain categories of proceedings are reserved by the legislature exclusively for public fora as a matter of public policy. Certain other categories of cases, though not expressly reserved for adjudication by public fora (courts and tribunals), may by necessary implication stand excluded from the purview of private fora. Consequently, where the cause/dispute is inarbitrable, the court where a suit is pending, will refuse to refer the parties to arbitration, under Section 8 of the Act, even if the parties might have agreed upon arbitration as the forum for settlement of such disputes.

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37. It may be noticed that the cases referred to above relate to actions in rem. A right in rem is a right exercisable against the world at large, as contrasted from a right in personam which is an interest protected solely against specific individuals. Actions in personam refer to actions determining the rights and interests of the parties themselves in the subject-matter of the case, whereas actions in rem refer to actions determining the title to property and the rights of the parties, not merely among themselves but also against all persons at any time claiming an interest in that property. Correspondingly, a judgment in personam refers to a judgment against a person as distinguished from a judgment against a thing, right or status and a judgment in rem refers to a judgment that determines the status or condition of property which operates directly on the property itself. (Vide Black's Law Dictionary.)



38. Generally and traditionally all disputes relating to rights in personam are considered to be amenable to arbitration; and all disputes relating to rights in rem are required to be adjudicated by courts and public tribunals, being unsuited for private arbitration. This is not however a rigid or inflexible rule. Disputes relating to subordinate rights in personam arising from rights in rem have always been considered to be arbitrable.

39. The Act does not specifically exclude any category of disputes as being not arbitrable. Sections 34(2)(b) and 48(2) of the Act however make it clear that an arbitral award will be set aside if the court finds that “the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force”.

(emphasis supplied)

29. Likewise, in **Vidya Drolia and Ors. vs. Durga Trading Corporation, (2021) 2 SCC 1**, it was noted as under:

“76. In view of the above discussion, we would like to propound a fourfold test for determining when the subject-matter of a dispute in an arbitration agreement is not arbitrable:

76.1. (1) When cause of action and subject-matter of the dispute relates to actions in rem, that do not pertain to subordinate rights in personam that arise from rights in rem.

76.2. (2) When cause of action and subject-matter of the dispute affects third-party rights; have erga omnes effect; require centralised adjudication, and mutual adjudication would not be appropriate and enforceable.

76.3. (3) When cause of action and subject-matter of the dispute relates to inalienable sovereign and public interest functions of the State and hence mutual adjudication would be unenforceable.



76.4. (4) When the subject-matter of the dispute is expressly or by necessary implication non-arbitrable as per mandatory statute(s).”

(emphasis supplied)

30. Similar view has been taken by the High Court of Madras in **Madras Sporting Youngsters Football Club v. Tamil Nadu Football Association, 2022 SCC OnLine Mad 460**. In this case as well, the Court was considering an application filed under Section 11(6) seeking appointment of an arbitrator as well as a separate petition under Section 9 of the Act praying for interim measures. The question with which the Court was confronted was that whether a dispute pertaining to election of office bearers of a Society in terms of its bye laws is arbitrable. The Court after examining the decisions in **Booz Allen** (supra) and **Vidya Drolia** (supra) held that election dispute is non arbitrable, and resultantly both the petitions were dismissed.

31. Besides above noted inherent non-arbitrability of election disputes, this Court also notes that sub-clauses (14) and (15) of Clause 19 provides an alternative efficacious internal mechanism for the redressal of election-related grievances. Sub-clause (14) states that after the commencement of the election process, any complaint related to the election shall be made in writing to the Election Officer. If the complainant feels aggrieved with the decision of the Election Officer, an appeal may be preferred to the Tribunal of the *Sammelan* after the election. Sub-clause (15) of Clause 19 mentions that a three-member Tribunal shall be formed by the President, in consultation with the General Secretary, from amongst the members of the Executive Committee of the *Sammelan*, while making an appointment of the Election Officer.



32. As noted above, by way of notification dated 28.01.2026 a three-member Tribunal, exclusively empowered to adjudicate upon election disputes, has already been constituted and is in place. As argued by Mr. Dahiya the petitioner has already approached the Election Officer by way of representation dated 10.04.2026. In case the petitioner's grievance has not been redressed, as claimed, he has unhindered right to approach the Tribunal after the elections are over.

33. Conjoint reading of Clause 43 and sub-clauses (14) and (15) of Clause 19 clearly shows that the dispute challenging the election of the office bearers of the *Sammelan* have been kept outside the purview of arbitration clause, and separate mechanism has been provided for the same, therefore, for this reason as well, the election dispute is non arbitrable.

34. Reference in this regard may be had to the decision in *Utkarsh* (supra), wherein a coordinate bench of this Court while dealing with clause 35 in the bye laws of Delhi Bar Association [DBA], which provided for arbitration to adjudicate the disputes and differences between *members and members; members & association*, held that the election dispute is not covered within the sweep Clause 35, hence, not arbitrable. The Court also held that the bye laws/constitution of the DBA is a complete code and it separately provides for mechanism for election process and such disputes are to be treated distinctly from that of all other disputes and they would not fall within the ambit of the arbitration clause provided in the constitution.

“28. It is thus clear that the constitution of the defendant is a complete code in itself providing for the mechanism for functioning of association, committee, election process etc. As I have observed on prima facie basis while discussing the effect of the reading of the clauses of the constitution that the dispute by a members assailing or



raising voice against the functioning of the committee is not covered within the ambit of the clause 35 of the constitution. The said dispute prima facie is not arbitrable in nature as it is not covered within the sweep of the arbitration clause. Consequently, no useful purpose will be served by referring the said dispute to the arbitrator as per Section 8 of the Act. Thus, the application filed by the defendant seeking reference to the arbitration in the instant case is not maintainable nor it can be said that the suit is barred under the provisions of Section 5 of the Act. None of the decisions referred by the defendant is applicable to the facts and circumstances of the present case.

29. The matter can also be seen from another angle which is that even assuming that there exists any ambiguity between the overlap of the duties of the association and that of the committee under the constitution so far as the applicability of the arbitration clause in relation to the acts of the executive committee are concerned. Still, one thing is pretty clear which is that the disputes relating to the election process are to be treated distinctly from that of all other disputes and they would not fall within the ambit of the arbitration clause provided in the constitution. This is clear from the intent of framers of the rule when the rules provide that the role of holding the election vests with the independent functionary which is election commission to be appointed by the committee. The election disputes of the candidates shall be entertained by the election commission and the challenge of the result shall be entertained by the election tribunal. All this would mean for the purposes of holding of election and conducting the same upto declaration of result, the process of election has been intended by the framers of the constitution to be kept separate from that of the business of committee or executive already functioning so that free and fair elections are conducted unprejudiced by the working of the governing body. Therefore, the dispute challenging or seeking to challenge the initiation process of the election of the defendant's association as per the intendment of the framers are specifically enacted as domain of the election



commission and thus would not fall with the general provision contained in the arbitration clause as per clause 35. In the interim, if the election commission is not appointed due to the failure to observe the rules and the disputes relating of the elections are intended to be kept separate from the other business of the association, the suit of the present nature is maintainable at the instance of the affected parties like members etc which can bridge the gap between the time of failure to observe rules upto appointment of the election commission by setting the machinery into motion and calling upon the defendant through the executive to set up election commission and take the election process further. This view is prima facie in nature considering the overall reading of the clauses of the constitution of the defendant and is independent reasoning to my prima facie finding that the dispute of a member vis-à-vis committee is distinct from a dispute vis-à-vis association as whole.”

(emphasis supplied)

35. There is another crucial facet of the controversy. Undisputedly, the election machinery was set into motion with the issuance of the formal notification and programme of election on 16.03.2026. The law is well settled that once the election process has commenced, courts should exercise strict judicial restraint and normally decline to pass any orders that would stall or interdict the election. This principle applies with equal force to the elections of governing bodies of societies registered under the Societies Registration Act. Reference may usefully be made to a recent decision of the Hon’ble Supreme Court in **Mandeep Singh and Anr. vs. Collector and Ors.** dated 06.11.2024 [SLP No. 26170/2024], wherein the Hon’ble Court while dealing the challenge to the elections of a Society registered under M.P. Society Registration Act, 1973, made following pertinent observations:



*“The law is settled in such cases in view of judgments of this Court in “N.P. Ponnuswami Vs. Returning Officer, Namakkal Constituency And Others” reported in (1952)S.C.R.218 and Mohinder Singh Gill & Anr. Vs. The Chief Election Commissioner, New Delhi & Ors. reported in (1978)1 SCC 405, which is that **when the election process has begun, no order should normally be passed by the courts interfering with the election. The logic being that, if in such election matters, an interference is made by the Courts, then in all likelihood, no election can take place ever. The remedy, which is always available to the other side, is by way of an Election Petition or a Civil Suit, whatever the case may be, after the elections are over.***

*In the present case also, we are of the opinion that both the writ petition and the writ appeal have been disposed of in accordance with law, **as the logic of the court being that, once the elections have been notified, the Courts should not interfere with the matter. In these circumstances, we see absolutely no reasons to interfere in the matter.**”*

(emphasis supplied)

36. Furthermore, it must be borne in mind that in any institution governed by democratic principles, no individual member possesses an absolute right to seek an injunction that would effectively stall the formation of the governing body. The collective democratic will of the electorate and the smooth functioning of the association cannot be held to ransom by the grievances of a few individuals. Rather, the prudent approach is to leave the internal electoral machinery to be strictly governed by the established Rules and Regulations of the Association. Any judicial intervention at an intermediate stage would not only defeat the very purpose of the democratic exercise but also cause undue administrative paralysis within the society. In



this context, reference may be had to the decision of the Hon'ble Supreme Court in ***B.D Kaushik*** (Supra), wherein it was observed as under:

“43. It hardly needs to be emphasised that in any body governed by democratic principles, no member has a right to claim an injunction so as to stall the formation of the governing body of the Association. No such right exists in election matters since exercise of a right conferred by a rule is always subject to the qualifications prescribed and limitations imposed thereunder. The contention of the respondents that the amendment to the Rule whereunder the right to be eligible to contest for any post for the Association or the eligibility to cast the vote at the election, takes away the right completely, is misconceived since by the amendment the right is not taken away but is preserved subject to certain restrictions on its exercise and this could always be done.

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52. In matters of internal management of an association, the courts normally do not interfere, leaving it open to the association and its members to frame a particular bye-law, rule or regulation which may provide for eligibility and or qualification for the membership and/or providing for limitations/restrictions on the exercise of any right by and as a member of the said association. It is well-settled legal proposition that once a person becomes a member of the association, such a person loses his individuality qua the association and he has no individual rights except those given to him by the rules and regulations and/or bye-laws of the association.

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60. Further, the appellants had rightly pointed out to the learned Judge that election process had already started and, therefore, injunction, as claimed, should not be granted. Since 1952 this Court has authoritatively laid down that once election process has started the courts should not ordinarily interfere with the said process by



way of granting injunction. The argument advanced by the appellants that election process having started, the injunction should not be granted is dealt with by the learned Judge by holding that in the present case the plaintiffs have not prayed for injunction against the election process.”

(emphasis supplied)

37. Similarly, in **Jyoti Basu** (supra) the Hon’ble Supreme Court observed that right to elect or to be elected is a statutory right, and outside of statute, there is no right to elect, no right to be elected and no right to dispute an election. Therefore, statutory creations are subject to statutory limitation. These observations are equally applicable to the elections of a Society, and the same have to held, and challenge thereto has to be entertained, strictly in terms of the provisions provided in that behalf in its bye laws or the constitution. The relevant observations from said decision reads thus:

“8. A right to elect, fundamental though it is to democracy, is, anomalously enough, neither a fundamental right nor a common law right. It is pure and simple, a statutory right. So is the right to be elected. So is the right to dispute an election. Outside of statute, there is no right to elect, no right to be elected and no right to dispute an election. Statutory creations they are, and therefore, subject to statutory limitation. An election petition is not an action at common law, nor in equity. It is a statutory proceeding to which neither the common law nor the principles of equity apply but only those rules which the statute makes and applies. It is a special jurisdiction, and a special jurisdiction has always to be exercised in accordance with the statute creating it. Concepts familiar to common law and equity must remain strangers to election law unless statutorily embodied. A court has no right to resort to them on considerations of alleged policy because policy in such matters as those, relating to the trial of election disputes, is what the statute lays down. In the trial of election disputes, court is put in a strait-jacket. Thus the entire election process commencing from the issuance of



the notification calling upon a constituency to elect a member or members right up to the final resolution of the dispute, if any, concerning the election is regulated by the Representation of the People Act, 1951, different stages of the process being dealt with by different provisions of the Act. There can be no election to Parliament or the State Legislature except as provided by the Representation of the People Act, 1951 and again, no such election may be questioned except in the manner provided by the Representation of the People Act. So the Representation of the People Act has been held to be a complete and self-contained code within which must be found any rights claimed in relation to an election or an election dispute. We are concerned with an election dispute. The question is who are parties to an election dispute and who may be impleaded as parties to an election petition. We have already referred to the scheme of the Act. We have noticed the necessity to rid ourselves of notions based on common law or equity. We see that we must seek an answer to the question within the four corners of the statute. What does the Act say?"

(emphasis supplied)

38. Moreover, the conduct of the petitioner warrants strict scrutiny on the touchstone of the doctrine of estoppel by conduct and acquiescence. It is an admitted position that the petitioner actively participated in the ongoing electoral process by formally filing his nomination on 28.03.2026. Having voluntarily submitted to the election machinery and having taken a calculated chance to contest the elections under the impugned notification, the petitioner has unequivocally acquiesced to the process. Now just when the election is going to be held, this court does not find it to be justified to entertain the petitioner's prayer for stay of election or other events incidental thereto. The petitioner is legally estopped by his own conduct from turning around and challenging the validity of the election process at such a highly belated stage, especially considering that he chose to approach this Court only on 23.04.2026, a mere two days prior to the scheduled elections.



39. The reliance placed by the petitioner on various judicial pronouncements is entirely misplaced, as the said decisions are clearly distinguishable on respective facts and do not come to the aid of the petitioner. The decisions relied upon by the petitioner are distinguishable for the following reasons:

- (a) The reliance on ***Gautam (Supra)*** is misplaced. Pertinently, the said case did not pertain to an individual grievance, and crucially, the matter proceeded on an expressly admitted position by the respondents therein that the names of certain advocates appeared on the electoral rolls of more than one Bar Association. It is in this factual backdrop, the Court interfered with the election process.
- (b) Likewise, reliance placed on ***Big Charter (Supra)*** is also misconceived, as the said judgment deals with a purely contractual dispute and has no bearing whatsoever on the present controversy.
- (c) The decision in ***Pradeepsinh Chandrasinh (Supra)*** is equally inapplicable. In that case, the overarching election process was never stalled or interdicted by the Court; rather, the judicial intervention was strictly limited to restraining a few specific respondents from participating in the elections.
- (d) Lastly, the decision in ***Jammu and Kashmir National Conference (Supra)*** pertained to an allotment of symbol. The learned Single Judge *vide* an interim order had directed for notifying a reserved symbol for the writ petitioner-party and allow candidates set up by it to contest on the said reserved symbol. The said interim order was assailed by the UT of Ladakh and the Hon'ble Division Bench dismissed the appeal, against which UT of Ladakh carried the



challenge to the Supreme Court. However, despite Courts' order the said symbol was not allotted to the writ petitioner. In meanwhile elections were held. It is in this backdrop the Hon'ble Supreme Court set aside the entire election *inter alia* on the ground that the courts' orders ought to have been complied with by the UT of Ladakh. It was not a case where the Court stayed the election process, rather in the said decision there is a specific observation to the effect that Courts have usually maintained a hands-off approach with the sole salutary objective of ensuring that the elections, which are a manifestation of the will of the people, are taken to their logical conclusion, without delay or dilution thereof.

40. In view of the comprehensive analysis undertaken hereinabove, this Court inevitably concludes that the present petition is fundamentally misconceived and fails at the very threshold of maintainability, therefore, there is no occasion to examine the merits of the petitioner's allegations.

41. In view of the aforesaid findings, the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, is held to be not maintainable and is accordingly dismissed. Consequently, the accompanying application for interim relief, I.A. 11217/2026 under Section 9 of the Act, also fails and stands disposed of.

42. Order *dasti* under the signatures of the Court Master.

VIKAS MAHAJAN, J

APRIL 24, 2026/dss