



2026:DHC:2873



\$~44

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

Date of decision: 06.04.2026

+ O.M.P.(I) (COMM.) 147/2026 & I.A. 9159/2026 (For Exemption)

T.A. REALTECH PVT. LTD.Petitioner

Through: Mr. Rakesh K. Khanna, Senior Advocate along with Mr. Rahul Sharma, Ms. Alka Agrawal, Mr. Yuvraj Sharma, Ms. Shruti Agrawal and Ms. Arushi Jindal, Advocates.

versus

AMIT AGRAWAL & ORS.Respondents

Through: Mr. Nalin Kohli, Senior Advocate along with Mr. Vinit Trehan, Ms. Urvi Syal, Mr. Yash Srivastava, Ms. Bhumi Agarwal and Mr. Ayuushman Arora, Advocates.

**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

% **JUDGEMENT (ORAL)**

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996**¹ seeking the following reliefs:

“.....

a) Restrain Respondent No. 1, Respondent Nos. 2 and 3, their

¹ Act



directors, agents, assigns or any person claiming through or under them, from selling, transferring, alienating, encumbering, parting with possession of, or creating any third-party rights in respect of the land bearing Khasra No. 1251 (ka) and 1252 (ka), Tehsil Mohan Lal Ganj, Lucknow, save and except strictly in accordance with the procedure

- b) and mechanism prescribed under Clause 2.3.2 of the Memorandum of Understanding dated 07.01.2025, pending commencement and conclusion of arbitral proceedings; and/or
- c) Direct the Respondents to maintain status quo with respect to title, possession, nature and character of the subject land during the pendency of arbitral proceedings;
- d) Grant ad-interim *ex parte* relief in terms of prayers (a) and (b) above in view of the imminent threat of further alienation;
- e) Pass such other and further orders as this Hon'ble Court may deem fit and proper in the interest of justice and in aid of the arbitral proceedings.”

2. The present disputes are stated to have arisen out of a **Memorandum of Understanding dated 07.01.2025²**, which contains a dispute resolution clause, being Clause 8 of the MoU, which is reproduced hereunder for ready reference:

“8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of Uttar Pradesh India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in New Delhi, India.

8.2 Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration/mediation/courts], with the venue at New Delhi.

The arbitration shall be conducted by a sole arbitrator, who shall be appointed by mutual consent of the parties within 30 days from the date of the written notice requesting arbitration. In case the parties cannot agree on an arbitrator, the Indian Council of Arbitration shall appoint the arbitrator(s) or the competent.

[?] Binding Decision:

The decision of the arbitrator(s) shall be final and binding on all parties. The arbitrator(s) shall have the authority to award any

² MoU



2026:DHC:2873



remedies available under the applicable laws, including but not limited to damages, specific performance, or injunctive relief.”

3. After advancing some arguments, learned senior counsel appearing for the parties submit that they are *ad idem* that the disputes between them be referred to arbitration and that **Hon’ble Mr. Justice Dr. S. Muralidhar (Retd.)** be appointed as the learned Sole Arbitrator.

4. Since the parties have mutually consented to adjudication of their disputes by way of Arbitration and to the appointment of a Sole Arbitrator, this Court is of the view that the commencement of arbitral proceedings should not be unduly delayed.

5. Accordingly, in the peculiar facts of the present case, the requirement of issuance of a notice under Section 21 and initiation of separate proceedings under Section 11 of the Act is dispensed with.

6. In view thereof, this Court is of the view that the matter may be referred to arbitration by a Sole Arbitrator for the purpose of the resolution of disputes between the parties.

7. Accordingly, this Court hereby requests **Hon’ble Mr. Justice (Retd.) Dr. S. Muralidhar, former Chief Justice of Orissa High Court (Mobile No. [REDACTED])**, to enter upon the reference and adjudicate the disputes *inter se* the parties.

8. The arbitration would take place under the *aegis* of the **Delhi International Arbitration Centre³** and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Sole Arbitrator may proceed with the arbitration

³ DIAC



2026:DHC:2873



proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering the reference.

10. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

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

12. Accordingly, the present Petition under Section 9 of the Act shall be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference.

13. Learned senior counsel appearing for the Respondents has raised objections with respect to the maintainability of the present proceedings. This Court is of the view that such objections as are available under law may be considered by the learned Arbitrator. Till such time as the learned Arbitrator considers the Application under Section 17 of the Act, the parties shall maintain *status quo* with respect to the subject property, having regard to the stated transaction value of Rs. 13.63 crores.

14. The parties are at liberty to raise all objections, including with respect to the jurisdiction of the learned Arbitrator, before the learned Arbitral Tribunal.

15. The Registry is directed to send a copy of this order to the learned Arbitrator through all permissible modes, including through e-mail within a period of three days from today.

16. The present Petition, along with pending Application(s), if any,



2026:DHC:2873



stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 06, 2026/tk/kr