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

Date of Decision : 15.04.2026

+ O.M.P.(I) (COMM.) 469/2025

PANKAJ RAJPALPetitioner

Through: Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Ms. K.Hema &
Ms. Somya Pandey, Advs.

versus

EARTHZ URBAN SPACES PVT LTDRespondent

Through: Mr. Avishkar Singhvi, Mr.
Naved Ahmed, Ms. Anam
Siddiqui & Mr. Akash Raja
Sahib, Advs.

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+ O.M.P.(I) (COMM.) 128/2026 & I.A. 8220/2026 (Seeking
permission to file lengthy synopsis and list of dates)

EARTHZ URBAN SPACES PVT. LTD.Petitioner

Through: Mr. Avishkar Singhvi, Mr.
Naved Ahmed, Ms. Anam
Siddiqui & Mr. Akash Raja
Sahib, Advs.

versus

PANKAJ RAJPALRespondent

Through: Ms. Ranjana Roy Gawai, Ms.
Vasudha Sen, Ms. K.Hema &
Ms. Somya Pandey, Advs.

CORAM:

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

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JUDGEMENT (ORAL)

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petition, being O.M.P.(I) (COMM.) 469/2025, has



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been filed under Section 9 of the **Arbitration and Conciliation Act, 1996**¹ seeking the following reliefs:

- a. Direct the Respondent for removal of its workforce, equipment and unutilised material lying at the Subject Property in front of a court appointed local commissioner;
- b. Direct the Respondent to provide rendition of accounts of all expenses till date (along with supporting invoices and proof of payment), which were borne exclusively by the Respondent towards the work done on the Subject Property;
- c. Appoint a Local Commissioner to inspect the status of completion of the redevelopment work at the Subject Property and to prepare inventory of material belonging to the Respondent and present a report before to this Hon'ble Court in that respect;
- d. Direct the Respondent to return the photocopy of the documents provided by the Petitioner as per Schedule-B of the Collaboration Agreement along with the Special Power of Attorney executed in favour of the Respondent;
- e. Injunct the Respondent from mis-utilising the Documents provided by the Petitioner to the Respondent;
- f. Direct the Respondent to refrain from representing itself as the Developer of the Subject Property either directly or indirectly, in any manner whatsoever;
- g. Direct the Respondent to refrain from creating any third-party rights with respect to the Developer's Allocation of the Subject Property;
- h. Pass an Order of ex-parte, ad-interim injunction in the favour of the Petitioner and against the Respondent restraining, injuncting and directing the Respondent, its associates, servants, and/ or agents either individually, jointly and/or in association with third parties, with respect to the prayers **a to g**;
- i. Pass any other or further such order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case."

2. The Petition being O.M.P.(I) (COMM.) 128/2026 has also been

¹ Act



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filed under Section 9 of the Act seeking the following reliefs:

“a. Pass an order of interim injunction restraining the Respondent, his agents, representatives, servants or any person acting on his behalf from in any manner interfering with, obstructing, or causing any hindrance to the Petitioner in carrying out construction activities at the subject property;

b. Direct the Respondent, to execute a Special Power of Attorney in favour of the Petitioner, in terms of the Collaboration Agreement, to enable and facilitate completion of construction at the subject property;

c. Direct the Respondent to cooperate in obtaining the Completion Certificate which is pending for Respondent’s signature since December 2025;

d. Pass an interim mandatory direction directing the Respondent to sign and execute the completion certificate and/or any other requisite documents, as contemplated under the Collaboration Agreement, upon completion of construction by the Petitioner;

e. Direct the Respondent to secure and/or deposit a sum of ₹5,00,00,000/- (Rupees Five Crores only) before this Hon’ble Court, or furnish appropriate security to the satisfaction of this Hon’ble Court, towards damages suffered and likely to be suffered by the Petitioner;

f. Pass an order restraining the Respondent from terminating, rescinding, cancelling, or acting in furtherance of any purported termination of the Collaboration Agreement, during the pendency of the arbitral proceedings;

g. Pass such other or further order(s) as this Hon’ble Court may deem fit and proper in the facts and circumstances of the present case.”

3. Learned counsel appearing for the parties are *ad idem* that instead of adjudicating the present matter on merits, the disputes may be referred to arbitration by the learned Sole Arbitrator.

4. It is apposite to note here the Dispute Resolution Clause as envisaged in the **Collaboration Agreement dated 30.01.2023²** is at

² Agreement



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Clause 10, which reads as under:

“10. DISPUTE RESOLUTION

10.1 In case of any dispute or claim arising out of or in connection with this Agreement, the Parties shall first seek to resolve the dispute or claim by negotiation. Any party may notify the other Party of its desire to enter into consultation to resolve a dispute or claim. If no solution can be arrived at in between the Parties for a continuous period of 4 (four) weeks then the non-defaulting party can invoke the arbitration clause and refer the disputes to arbitration wherein a sole arbitrator shall be appointed mutually by both the parties as per Indian Arbitration Act, 1996 and the decision of the Arbitrators shall be final and binding in between the parties hereto. The venue of Arbitration shall be New-Delhi.”

5. 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.

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

7. 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.

8. The material on record indicates that the valuation of the present disputes are stated to be approximately Rs. 5 Crores.

9. Accordingly, this Court hereby requests **Mr. Sanjeev Mahajan, Advocate (Mobile No. 9811156437)**, as the Sole Arbitrator to enter upon the reference and adjudicate the disputes *inter se* the parties.

10. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite



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disclosures as required under Section 12(2) of the Act within a week of entering into the reference.

11. The respective costs of arbitration shall be borne equally by the parties.

12. 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.

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

14. Accordingly, the present Petitions under Section 9 of the Act shall be treated as Applications under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference. The learned Arbitrator is requested to adjudicate upon the Applications expeditiously.

15. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

16. The present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

17. A photocopy of the Order passed today be kept in the connected matter.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 15, 2026/v/va