



2026:DHC:3181



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

Date of Decision : 16.04.2026

+ O.M.P.(I) (COMM.) 381/2025

M/S SAPTGIRI REALTY THROUGH ITS AUTHORIZED
REPRESENTATIVE AND SIGNATORYPetitioner

Through: Ms. Sonam Gupta and Mr.
Abhishek Mahajan, Advocates

versus

M/S ROLLING HILLS VILLAS AND RESORT LLP AND
ORS THROUGH ITS AUTHORIZED REPRESENTATIVE
AND SIGNATORYRespondent

Through: Mr. Shimpy Arman Sharma,
Ms. Priya Pachouri and Mr.
Kritik Rastogi, Advocates for
R-1 to 3

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

% **JUDGEMENT (ORAL)**

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petition, filed under Section 9 of the **Arbitration and Conciliation Act, 1996¹**, read with Section 10(3) of the Commercial Courts Act, 2015, seeks the following reliefs:

- a. Direct the Respondents to declare the details of assets and bank accounts owned by them;
- b. direct Respondent to secure the amount in dispute i.e. Rs.7,20,00,000/- (Rupees Seven Crore Twenty Lakhs Only) due and payable as on 25.02.2025 along with interest with this Hon'ble Court;
- c. Pass directions for Attachment of Bank Account to the extent of the outstanding amount of Rs.7,20,00,000/- (Rupees Seven Crore Twenty Lakhs Only) due and payable as on 25.02.2025, in order to secure the amount involved in dispute; and/or
- d. The Auditor be appointed for rendition of accounts of the

¹ Act



2026:DHC:3181



Respondent Company including all the Directors; and/or
e. The Respondents be called upon to deposit the entire outstanding amount, before this Hon'ble Court in terms of the due amount and the Petitioner be given liberty to withdraw the same on such terms and conditions as this Hon'ble Court deems fit and proper in the facts and circumstances of the present case; and/or
f. The Respondents / Guarantors be ordered to provide solvent security within such time as this Court deems fit and proper to the Petitioner to cover their entire claim in the sum of Rs.7,20,00,000/- (Rupees Seven Crore Twenty Lakhs Only) due and payable; and/or
g. award the cost of this application, in favor of the Petitioner and against the Respondent; and/or Any other orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.”

2. This Court takes note of the fact that the **Memorandum of Understanding/Brokerage Agreement dated 31.07.2023²**, entered into between the parties, contains a Dispute Resolution Clause, being **Clause 14³**, which reads as under:

“14. Governing Law and Dispute Resolution

In the event of any dispute or differences arising between the Parties herein, relating to the present Agreement or any term and condition stipulated herein, the Parties herein shall endeavor to settle the same by mutual discussion/Negotiations.

However, in case such claim or dispute or differences cannot be settled through mutual discussion/negotiation in good faith, the same shall be finally settled by reference to Arbitration of a sole Arbitrator to be mutually appointed by the Parties herein. The Arbitration Proceedings shall be conducted under the provisions of Arbitration & Conciliation Act 1996, duly amended upto date and the decision of the Sole Arbitrator shall be final and English language and the seat of Arbitration shall be New Delhi.

Any disputes arising from or relation to the present Agreement shall be subject to the exclusive jurisdiction of the courts of New Delhi. The present Agreement shall be governed by and constructed in accordance with the laws of India.”

3. Further, the material on record also reflects that Petitioner, sought to invoke, under Section 21 of the Act, the aforesaid

² Agreement

³ Arbitration Clause



2026:DHC:3181



Arbitration Clause *vide* **Legal Notice dated 05.04.2025**⁴. The said Section 21 Notice was replied to by the Respondents *vide* a Letter dated 17.05.2025, wherein the Respondents denied existence of any valid or arbitrable dispute, and therefore rejected the invocation of Arbitration.

4. However, the learned counsel appearing for the parties, at the outset, submit that they are *ad idem* that instead of adjudicating the present Petition on merits, the disputes *inter se* the parties may be referred to Arbitration, for adjudication by a Sole Arbitrator.

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

6. In this backdrop, considering the peculiar facts of the present case and in the interest of expeditious adjudication of disputes, the statutory requirement of filing a Petition under Section 11 of the Act, for appointment of an Arbitrator, is dispensed with.

7. Accordingly, this Court is of the considered view that the matter be referred to Arbitration by a Sole Arbitrator for the purpose of the resolution of disputes *inter se* the parties.

8. The material on record indicates that the valuation of the present dispute is approximately Rs. 7.2 Crores.

9. Accordingly, this Court hereby requests **Hon'ble Mr. Justice M.K. Hanjura (Retd.) (Mobile No. [REDACTED])**, as the Sole Arbitrator to enter upon the reference and adjudicate the disputes *inter*

⁴ Section 21 Notice



2026:DHC:3181



se the parties.

10. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite 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. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

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

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 16, 2026/rk/DJ