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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of Decision: 20.05.2026**

+ O.M.P.(I) 20/2025, I.A. 27887/2025 (Stay), I.A. 814/2026 (For Delay 21 days in filing the Reply) & I.A. 10579/2026 (Seeking permission to bring on record the true copy of arbitral award dt. 03.02.2026)

MR BHANU ARORAPetitioner
Through: Mr. Sachin Chopra and Ms.
Asta Gupta, Advocates.

versus

MR ADITYA BHUTANI & ANR.Respondents
Through: Mr. Shyamal Kumar and Ms.
Apoorva Pal, Advocates for
Respondent No. 2.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

% **JUDGEMENT (ORAL)****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition has been instituted under Section 9 of the **Arbitration and Conciliation Act, 1996**¹, read with Section 151 of the Code of Civil Procedure, 1908, seeking *ad-interim ex parte* reliefs for preservation and protection of the subject matter of the arbitration, *namely*, the first floor of the **property bearing No. E-135, Greater Kailash-I, New Delhi**².

¹ A&C Act

² Subject property



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2. The Petitioner principally seeks an order directing maintenance of *status quo* with respect to the title, structure, nature, character, and possession of the aforesaid property, along with a restraint against any act or omission by any party that may result in alteration or change in the character of the said property.

3. The Petitioner further seeks restraint orders against the Respondents, their attorneys, agents, servants, employees, representatives, heirs, or any person acting on their behalf, from creating any third-party rights, interests, encumbrances, or alienations in respect of the first floor of the aforesaid property during the pendency of the arbitral proceedings.

4. At the outset, this Court takes note of the fact that despite service having been duly effected upon Respondent No. 1, and notwithstanding repeated opportunities having been granted for appearance and participation in the present proceedings, Respondent No. 1 has consciously chosen not to enter appearance before this Court. No explanation or justification has been furnished for such continued non-appearance. In these circumstances, this Court is left with no alternative but to proceed with the adjudication of the present Petition on the basis of the pleadings and material available on record, with the assistance of the learned counsel appearing on behalf of the Petitioner and Respondent No. 2.

5. The present Petition arises out of and is founded upon two distinct agreements executed between the parties. The first is a **Collaboration Agreement dated 06.01.2023³** executed between Respondent No. 1 and Respondent No. 2, governing their *inter se*

³ Collaboration Agreement



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rights and obligations in relation to the development and construction of the subject property.

6. It is pertinent to note that disputes subsequently arose between Respondent No. 1 and Respondent No. 2 in relation to the said Collaboration Agreement, which were referred to arbitration. During the pendency of the present proceedings, an arbitral award dated 03.02.2026 came to be passed by the learned Arbitral Tribunal, whereby the claims raised by Respondent No. 1 were rejected and the counter-claims preferred by Respondent No. 2 came to be allowed.

7. The second agreement is an **Agreement to sell dated 10.03.2023⁴** executed between the Petitioner and Respondent No. 1, pursuant to which the Petitioner claims to have acquired certain rights and interests in respect of the first floor of the subject property, which was proposed to be constructed pursuant to the aforesaid Collaboration Agreement entered into between Respondent No. 1 and Respondent No. 2.

8. At the very threshold, this Court considers it appropriate to observe that the limited issue presently arising for consideration is the sustainability and maintainability of the present Petition under Section 9 of the A&C Act, particularly in light of the arbitral award dated 03.02.2026 passed in the disputes between Respondent No. 1 and Respondent No. 2 under the Collaboration Agreement.

9. Accordingly, without embarking upon an exhaustive examination of the wider factual disputes and rival claims between the parties, and after noticing only such foundational facts as are necessary for adjudication of the present controversy, this Court

⁴ ATS



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proceeds to examine whether, in the facts and circumstances of the present case, the present Petition seeking interim measures of protection under Section 9 of the A&C Act survives for consideration and remains maintainable in law subsequent to the passing of the aforesaid arbitral award.

SUBMISSION ON BEHALF OF THE PARTIES:

10. During the course of the hearing, this Court raised a specific query as to whether any effective and substantive steps had been undertaken by the Petitioner towards commencement and prosecution of arbitral proceedings as against Respondent No. 1, particularly having regard to the fact that the present Petition under Section 9 of the A&C Act has remained pending for a period exceeding six months.

11. Learned counsel appearing on behalf of Respondent No. 2, while seriously objecting to the continuation as well as maintainability of the present proceedings, invited the attention of this Court to the order dated 07.11.2025 passed in ARB. P. No. 1643/2025 under Section 11 of the A&C Act. By the said order, the petition preferred by the present Petitioner seeking appointment of an Arbitrator came to be allowed. However, while doing so, Respondent No. 2 herein was deleted from the array of parties on the ground that Respondent No. 2 was not a signatory or party to the arbitration agreement executed between the Petitioner and Respondent No. 1. Consequently, an Arbitrator came to be appointed only for the adjudication of disputes arising *inter se* between the Petitioner and Respondent No. 1.

12. Placing reliance upon the aforesaid order, learned counsel for



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Respondent No. 2 submits that the present proceedings, insofar as they seek reliefs against Respondent No. 2, are inherently misconceived and not maintainable in law. In particular, reliance has been placed upon paragraph 8 of the order dated 07.11.2025, wherein this Court had expressly observed that Respondent No. 2 was not a signatory to the arbitration agreement forming the basis of the disputes between the Petitioner and Respondent No. 1.

13. It is, therefore, contended that Respondent No. 2 could neither have been validly impleaded nor proceeded against in proceedings arising out of the said arbitration agreement, including the present Petition under Section 9 of the A&C Act.

14. Learned counsel for Respondent No. 2 further submits that, in any event, an arbitral award dated 03.02.2026 has already been rendered in the disputes arising between Respondent No. 1 and Respondent No. 2 under the Collaboration Agreement, whereby the claims preferred by Respondent No. 1 came to be rejected in their entirety and the counter-claims of Respondent No. 2 were allowed.

15. According to Respondent No. 2, once the foundational claims asserted by Respondent No. 1 under the Collaboration Agreement itself stand negated by the learned Arbitral Tribunal, no derivative or consequential rights can now be asserted by the Petitioner on the basis thereof through the present proceedings. It is contended that the very substratum of the Petitioner's alleged claim stands extinguished upon rejection of the claims of Respondent No. 1 under the Collaboration Agreement.

16. In support of the aforesaid submission, learned counsel appearing on behalf of Respondent No. 2 has drawn the attention of



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this Court to the nature of the claims and reliefs sought by Respondent No. 1 against Respondent No. 2 in the arbitral proceedings culminating in the award dated 03.02.2026, which read as under:

“5. Claimant has prayed for an award in his favour (i) directing the Respondent to perform her obligations as mandated in the terms of the Collaboration Agreement dated 06.01.2023 thereby authorizing the Claimant to complete the reconstruction of the said property And/or (ii) Pass award in his favour thereby directing the Respondent to execute the Irrevocable General Power of Attorney shared by the Claimant with the Respondent, in favour of the Claimant, thereby authorizing and conferring the rights in favour of the Claimant to enter into agreement to sell/sale/execute sale deed qua his share in the reconstructed property. (iii) Pass award in his favour thereby allowing the cost of the present claim in his favour and directing the Respondent to pay for the cost of the present claim. (iv) Pass award thereby allowing future damages for the delay caused by the Respondent in performing her obligations in terms of the Collaboration Agreement.”

17. On the strength of the aforesaid claims, learned counsel for Respondent No. 2 submits that one of the principal reliefs sought by Respondent No. 1 before the learned Arbitral Tribunal was for recognition and enforcement of Respondent No. 1's alleged authority and entitlement to execute agreements to sell, sale deeds, and other conveyancing documents in respect of its purported share in the reconstructed property. According to Respondent No. 2, the very foundation upon which the Agreement to Sell executed in favour of the Petitioner rests was directly put in issue before the learned Arbitral Tribunal in the proceedings arising out of the Collaboration Agreement.

18. It is, therefore, contended that once such claims and assertions of authority made by Respondent No. 1 stood expressly rejected by the learned Arbitral Tribunal, the present Petition, which is premised upon and seeks protection of rights allegedly flowing from the



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Collaboration Agreement and the authority claimed thereunder by Respondent No. 1, cannot independently survive by way of the present proceedings under Section 9 of the A&C Act.

19. According to Respondent No. 2, the substratum and legal foundation of the Petitioner's claim itself stands extinguished in view of the findings returned in the arbitral award dated 03.02.2026 and, consequently, no interim protection can now be granted on the basis of rights which no longer survive in law.

20. ***Per Contra***, learned counsel appearing on behalf of the Petitioner, while supporting the maintainability and sustainability of the present Petition, submits that under the terms and conditions of the Collaboration Agreement executed between Respondent No. 1 and Respondent No. 2, particularly Clauses 10, 13, and 25 thereof, Respondent No. 1 had been vested with sufficient authority and rights by Respondent No. 2 to deal with, negotiate, and transact in respect of the first floor of the subject property, which forms the subject matter of the present proceedings.

21. It is further contended that the Agreement to Sell executed in favour of the Petitioner pertains specifically to the first floor of the subject property and, when read conjointly with the relevant provisions of the Collaboration Agreement executed between Respondent No. 1 and Respondent No. 2, constitutes a sufficient legal and contractual foundation for maintainability of the present Petition under Section 9 of the A&C Act.

22. Learned counsel for the Petitioner has further drawn the attention of this Court to the invocation notice dated 04.05.2025 issued under Section 21 of the A&C Act by the Petitioner to the



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Respondents, contending that arbitral proceedings, in fact, were already invoked in accordance with law *qua* both Respondents. Reference has also been made to the order dated 07.11.2025 passed by this Court in ARB. P. No. 1643/2025, whereby the petition under Section 11 of the A&C Act preferred by the Petitioner came to be allowed and an Arbitrator was appointed for the adjudication of disputes between the Petitioner and Respondent No. 1.

23. Learned counsel for the Petitioner further submits that by way of a subsequent clarificatory order dated 06.02.2026, passed in ARB. P. No. 1643/2025, this Court, upon an application preferred by the Petitioner, had expressly observed that all rights and contentions of the parties would remain open, including issues relating to the impleadment of non-signatories in the arbitral proceedings.

24. On the strength of the aforesaid clarificatory order, learned counsel for the Petitioner submits that the rights of the Petitioner, insofar as the impleadment of Respondent No. 2 is concerned, have neither been foreclosed nor conclusively adjudicated upon. It is, therefore, contended that the present Petition under Section 9 of the A&C Act, seeking interim protection and ancillary reliefs, including reliefs against Respondent No. 2, continues to remain maintainable and sustainable in law.

ANALYSIS:

25. This Court has heard the learned counsel appearing on behalf of the parties at considerable length and, with their able assistance, carefully perused the pleadings, documents, and material placed on record. This Court has also examined the orders passed in ARB. P.



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No. 1643/2025, copies whereof were handed over during the course of arguments.

26. At the outset, it is pertinent to note that both the substantive prayers sought in the present Petition pertain exclusively to the first floor of the subject property. The entire edifice of the present Petition is founded upon the Agreement to Sell executed between the Petitioner and Respondent No. 1.

27. However, the said Agreement to Sell admittedly derives its legitimacy, enforceability, and underlying legal foundation from the Collaboration Agreement executed between Respondent No. 1 and Respondent No. 2 in respect of the subject property. Thus, the rights asserted by the Petitioner are not independent or standalone in nature but are intrinsically linked to, and dependent upon, the rights claimed by Respondent No. 1 under the Collaboration Agreement.

28. This Court further notes that the arbitral disputes arising between Respondent No. 1 and Respondent No. 2 under the Collaboration Agreement already stand adjudicated by way of the arbitral award dated 03.02.2026. By virtue of the said award, the claims raised by Respondent No. 1 came to be rejected and, consequently, the alleged entitlement and authority claimed by Respondent No. 1 to deal with, transfer, alienate, or create rights in respect of the subject property or any portion thereof stood negated. Significantly, the aforesaid arbitral award has neither been stayed nor set aside in any proceedings known to this Court and, therefore, continues to operate and bind the parties in accordance with law.

29. In the aforesaid circumstances, once the very source of authority claimed by Respondent No. 1 to execute transactions or



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create rights in relation to the subject property has been rejected by the learned Arbitral Tribunal, there remains no legal basis for continuation of the present Petition insofar as it seeks interim protection founded upon such rights.

30. The present Petition, in effect, seeks protection and enforcement of rights which are entirely derivative of the claims asserted by Respondent No. 1 under the Collaboration Agreement. Once those claims themselves have been negated by a binding arbitral award presently operating in law, this Court cannot, in exercise of jurisdiction under Section 9 of the A&C Act, grant interim reliefs which would directly or indirectly defeat, dilute, or render ineffective the findings returned in the arbitral award dated 03.02.2026.

31. This Court also finds considerable merit in the objection raised on behalf of Respondent No. 2 regarding its continuance in the present proceedings. As is evident from the record, Respondent No. 2 is presently not a party to the arbitral proceedings commenced between the Petitioner and Respondent No. 1. Further, Respondent No. 2 had already been deleted from the array of parties in ARB. P. No. 1643/2025 filed under Section 11 of the A&C Act, wherein this Court had proceeded on the basis that Respondent No. 2 was not a signatory to the arbitration agreement executed between the Petitioner and Respondent No. 1.

32. In such circumstances, and particularly when substantive reliefs have been sought against Respondent No. 2 in the present Petition despite Respondent No. 2 not being a party to the arbitration agreement or the arbitral proceedings arising therefrom, this Court is of the considered view that no interim relief against Respondent No. 2



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would presently be maintainable or entertainable in these proceedings. Accordingly, for the purposes of the present Petition, Respondent No. 2 cannot be held to be a necessary or proper party.

33. At the same time, this Court is of the view that the rights and remedies, if any, available to the Petitioner as against Respondent No. 1 would not be extinguished merely by dismissal of the present Petition. Admittedly, arbitral proceedings have already been invoked by the Petitioner against Respondent No. 1 and an Arbitral Tribunal has since been constituted for the adjudication of disputes arising *inter se* between them. The Petitioner shall, therefore, remain at liberty to pursue such claims and remedies as may be available to it in accordance with law before the learned Arbitral Tribunal.

34. Since the reliefs sought in the present Petition in relation to the subject property are fundamentally premised upon rights claimed by Respondent No. 1 under the Collaboration Agreement, and since such rights presently stand negated by the arbitral award dated 03.02.2026, this Court is unable to grant the interim protections prayed for in the present proceedings.

DECISION:

35. In view of the aforesaid discussion and findings, this Court is of the considered opinion that the present Petition, insofar as it seeks interim reliefs in relation to the subject property on the basis of rights claimed through Respondent No. 1 under the Collaboration Agreement, is not maintainable and cannot be sustained in law.

36. Accordingly, the present Petition, along with pending application(s), if any, stands dismissed.



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37. No Order as to costs.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 20, 2026/nd/va