



2026:DHC:1671



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

**Date of Decision: 24.02.2026**

+ O.M.P.(I) (COMM.) 140/2025

**M/S STARASHIYANA CONSTRUCTION PVT LTD**

.....Petitioner

Through: Mr. Upinder Singh and Mr.  
Arjun Parashar, Advocates.

versus

**M/S MAYAR HEALTH RESORTS LTD & ORS.**

.....Respondents

Through: Mr. Pradyumna Tyagi,  
Advocates for R-1 to R-4.

**CORAM:**

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

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**JUDGEMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

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

“.....

- A. That pending the hearing and final disposal of the present Petition and the arbitration proceedings and the award to be passed thereon and the execution thereof, this Hon'ble Court be pleased to restrain the Respondent Nos. 1 to 4 from acting upon the termination communication issued on 03.02.2025, particularly by employing any 3<sup>rd</sup> party to execute the remaining work of the project Site as particularly mentioned in paragraph 15 of this Petition.
- B. That pending the hearing and final disposal of the present Petition and the arbitration proceedings and the award to be passed thereon and the execution thereof, this Hon'ble Court be pleased to restrain the Respondent Nos. 1 to 4 from altering or making any additions and/or modifications to the civil and structural construction raised

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<sup>1</sup> Act



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by the Petitioner at the Site premises and direct the Respondents to maintain a status quo on the project till the matter is decided through Arbitration;

- C. That this Hon'ble Court may be pleased to pass an order of interim injunction by restraining the Respondents from, disposing of, alienating, encumbering, or creating third party rights or interests in any of their properties, both movable and immovable;
- D. That pending the hearing and final disposal of the present Petition and the arbitration proceedings and passing the award and the execution thereof, this Hon'ble Court be pleased to pass an order for inspection to determine the quality of work executed by the Petitioner as alleged by the Respondent Nos. 1-4 in the email dated 03.02.2025;
- E. That pending the hearing and final disposal of the present Petition and the arbitration proceedings and passing the award and the execution thereof, this Hon'ble Court be pleased to direct the Respondent, particularly the Respondent No. 1 to deposit before this Hon'ble Court, a sum of INR 5,10,54,810/- (Indian Rupees Five Crores Ten Lacs Fifty-Four Thousand Eight Hundred and Ten Only), as a deposit to secure the total amount due to the Petitioner under the pending RA Bills;
- F. Pass an order appointing a professional agency to do an inspection and submit a report indicating the quality and quantity of materials used and verification of the measurement sheets, drawings, procurement books, etc. of the works completed by the Petitioner on Site.
- G. Any other order that this Hon'ble Court may deem appropriate in the interest of justice.”

2. Learned counsel for the parties, on instructions, submit that they are *ad idem* that the disputes as raised in the present Petition can be referred to arbitration by a learned Sole Arbitrator appointed by this Court, instead of adjudicating the present Petition on merits.

3. A perusal of the record indicates that the dispute resolution clause is stated to be at Clause 14 of the Letter of Intent dated 07.06.2023 as well as Clause 50 of the Tender Agreement read with Clause 22 of the Annexure-01 appended to the GCC of the Tender Agreement. The relevant clauses pertaining to the dispute resolution read as under:



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“CLAUSE 14 OF THE LETTER OF INTENT

**14. Dispute and Resolution:** In the event of any dispute or difference arising between the parties with regard to performance of respective conditions and obligations under this agreement or arising out or in connection with this agreement, the same shall be resolved through mutual discussions. If no agreement is arrived at within 30 days, then it shall be settled by **Mr. A.K. Sud (Chairman)** as agreed by both the parties at the finalisation of this contract. The resolution given by them shall be final and binding upon the parties.

Clause 50 of the Tender Agreement read with Clause 22 of the Annexure- 01 appended to the GCC of the Tender Agreement

**50. SETTLEMENT OF DISPUTES/ARBITRATION:**

**50.1** Settlement of dispute(s) shall be made as per clause no 22 of the Annexure-01. The cost of such arbitration shall be shared equally.

**50.2** This contract shall be subject to jurisdiction of the courts at New Delhi.

**50.3** If any party approaches the court of law regarding any dispute arising out this contract and the court comes to the conclusion that in pursuance of Indian Stamp Act, 1899 and Registration Act, 1908, the agreement is inadequately stamped and orders to be made good and adequate after its registration and imposes the penalty, such penalty and stamp duty amount shall be shared equally by both the parties.

**22. ARBITRATION**

The provision of the Indian Arbitration and Conciliation Act, 1996 or any amendments thereto shall govern in respect of any dispute in this contract. The venue of Arbitration shall be New Delhi. Arbitration is to be conducted by single Arbitrator appointed by Employer. Governing law as per government of India regulations shall be applicable.”

4. In view of the consensus regarding the appointment of an Arbitrator, the parties expressly waive the requirements as laid down in the arbitration clause and the requirement of issuance of a formal notice under Section 21 of the Act, as well as the necessity of filing a Petition under Section 11 of the Act.

5. Since the parties have mutually consented to the appointment of an Arbitrator, and this Court is of the view that the commencement of



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arbitral proceedings should not be unduly delayed, it would be in the interest of justice that an Arbitrator be appointed.

6. Material on record indicates that the valuation of the present dispute is approximately Rs. 6 crores.

7. Accordingly, this Court hereby requests **Mr. Parthiv K. Goswami, Senior Advocate, (Mobile No. 9560886310)**, to enter upon the reference and adjudicate the disputes *inter se* the parties.

8. 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 the reference.

9. The learned Sole Arbitrator shall be entitled to fees in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

10. The parties shall share the learned Sole Arbitrator's fee and arbitral costs equally.

11. 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.

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

13. 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.

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



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Arbitral Tribunal.

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.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**FEBRUARY 24, 2026/tk/va**