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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ W.P.(C) 6773/2025

MOHINDERPAL SINGH SETHI THROUGH
HIS POA HOLDER

.....Petitioner

Through: Mrs. Kajal Chandra, Ms. Hatneimawi,
Mr. Suyash Swarup and Mr. Ananyay
Bhardwaj, Advs.

versus

DHUDIAL COOPERATIVE GROUP HOUSING SOCIETY LTD
THROUGH ITS PRESIDENT & ANR.

.....Respondents

Through: Mr. Naresh Kumar Charnal, Adv. for
R-1.
Ms. Harshita Nathrani, Adv. for Mr.
Sameer Vashisht, SC (Civil), GNCTD
for RCS.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE VIKAS MAHAJAN

ORDER

% **13.07.2026**

1. This hearing has been done through hybrid mode.

CM APPL. 9500/2026 (for directions)

2. This application was filed by the Petitioner seeking issuance of appropriate directions to the RCS for deciding the arbitration case being Arb. Case No.72/GH/DR/ARB/2025-26/1365-1366.

3. In light of the award dated 12th May, 2026 which has now been passed by the Id. Arbitrator, this application has become infructuous and is accordingly disposed of.

CM APPL. 39743/2026 (for directions)

4. The present application has been filed by the Petitioner on the ground that the Respondent No. 1- Society is refusing to accept the amount to be



tendered by the Petitioner as per the Award dated 12th May, 2026 and is also refusing to hand over the physical possession of the premises to the Petitioner.

5. The present petition was disposed of by this Court on 13th August, 2025, permitting the Petitioner to raise a dispute in respect of the demand raised by the Society. The said order dated 13th August, 2025 reads as under:

“1. Respondent no.1/ Dhudial Cooperative Group Housing Society has raised a demand of Rs. 64,51,346/- with entire calculation, which is disputed by the counsel for petitioner, on instructions.

2. It is the claim of the petitioner that he is liable to pay Rs. 5,00,000/- at most, to which, the counsel appearing for respondent is not in agreement with.

3. Since, the existing dispute can be looked into by the Arbitrator under Section 70 of Delhi Cooperative Societies Act 2003, we deem it appropriate to dispose of the petition.

4. We permit the petitioner to raise a dispute to the demand dated 24th July 2025, raised by respondent no.1/ Dhudial Cooperative Group Housing Society.

5. Let the Arbitrator decide the dispute expeditiously. In case if the dispute is submitted within a period of four weeks from today, we direct the Arbitrator to decide the same within a period of four months, thereafter.

6. Needless to clarify on the aspect of the quantum mentioned in the demand, the Court has not gone into the merits.

7. Petition stands disposed of, accordingly.

8. Order be uploaded on the website of this Court.”

6. A petition was thereafter, filed by the Petitioner, before the learned Arbitrator, who has appointed by the RCS and vide award dated 12th May, 2026, the Arbitrator has held as under:

“4. Thus, after having considered the material



available on record, arguments submitted by the claimant and the defendant, I hereby, pass the award in accordance with the provisions of rule 85 of Delhi Co-operative Rules, 2007 read with the provisions of Section 71 of Delhi Co-operative Societies Act, 2003 and hold that Sh. Mohinder Pal Singh Sethi, claimant will deposit the following amount with the society:..”

7. In the said award dated 12th May, 2026 (hereinafter, ‘the award’), the ld. Arbitrator directed the Petitioner to pay the following amounts:

S. NO.	AMOUNT CLAIMED BY THE SOCIETY	AMOUNT AWARDED BY THE LD. ARBITRATOR
1.	Rs.32,581/- outstanding as on 18 th October, 2001-	Petitioner directed to deposit Rs.32,581/- with interest @10% p.a. simple interest w.e.f. 18th October, 2001 till the deposit of the amount;
2.	Rs.10,000/-	Petitioner directed to deposit Rs.10,000/- with interest @10% p.a. simple interest w.e.f. 24th March, 1998 till the deposit of the amount;
3.	Rs.4,500/- for roof repair charges	Petitioner directed to deposit Rs.4,500/- with interest @10% p.a. simple interest w.e.f. 2004 till the deposit of the amount;
4.	Rs.1,13,600/- as petitioner’s share in the DCHFC loan that was divided amongst all members	Petitioner directed to deposit Rs.1,13,600/- with interest @ 15.5% P.A. (@ 13% + 2.5% P.A. w.e.f 25 th September, 2009 till the deposit of amount;



5.	Other charges including ground rent to be paid to DDA and other charges demanded by Society for work done from time to time	Petitioner to deposit Rs. 12,725/- with 10% P.A. interest.
6.	Outstanding amount of Rs. 54,825/-	Demand rejected.

8. Pursuant to the said award, the Petitioner tendered a bank draft of Rs.6,16,802.52/- to the Society, however, the Society refused to accept the same. The stand of the Society in this regard is as under:

- (a) That the compound interest in respect of the amount of Rs.1,13,600/- which the Society is stated to have borne qua the loan taken by the Society from the DCHFC has not been awarded by the Arbitrator;
- (b) The outstanding amount demanded by the Society being Rs.54,825/- has not been awarded by the Arbitrator.

9. In the opinion of this Court, the Society, cannot hold back on the giving of physical possession of the premises to the Petitioner on the ground that certain claims have not been accepted by the Id. Arbitrator in his award.

10. The Society is duty bound to implement the Award and the same, in any case, would be without prejudice to the Society's rights to challenge the Award on the claims which may not have been allowed by the Id. Arbitrator.

11. In these circumstances, the following directions are issued in the



present Application:

- (i) The amount of Rs.6,16,802.52/- being paid by the Petitioner in terms of the Id. Arbitrator's award be accepted by the Society;
- (ii) Upon accepting the amount awarded by the Id. Arbitrator from the Petitioner, the physical possession of the premises shall be simultaneously handed over to the Petitioner. The process of receiving payment and handing over of possession shall be completed within a period of one week;
- (iii) In respect of the claims of the Society which have not been allowed by the Id. Arbitrator, the Society is free to avail of its remedies, as per law;
- (iv) The handing over of physical possession shall be subject to the orders which may be passed in the legal remedies, which may be availed of by the Society.

12. The present application is disposed of in these terms.

PRATHIBA M. SINGH, J.

VIKAS MAHAJAN, J.

JULY 13, 2026/dss/ss