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

+ **ARB.P. 1773/2025**

M/S G.L. MANAGEMENT SERVICES PVT. LTD.Petitioner

**Through: Mr. Manish Malhotra and Mr. Neeraj
Kumar, Advocates.**

versus

M/S SAMMAAN CAPITAL LTD. & ANR.Respondents

**Through: Mr. Anirudh Bhakru, Ms. Sangeeta
Sondhi, Ms. Surbhi Singh and Mr.
Alekhendra Sharma, Advocates.**

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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24.07.2026

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as "*the Act*") seeking appointment of arbitrator for the disputes, which are stated to have arisen between the petitioner and the respondent no.1 on one hand, and between the petitioner and the respondent no.2 on the other.

2. It is the case of the petitioner that the respondent no.2 had proposed to build a residential housing complex known as 'Celeste Towers', to be constructed at plot no.D-003A, Sector-44, Noida, Uttar Pradesh-201301, which was to be completed within three years i.e. up to August, 2015.

3. The petitioner claims to have made total payments of Rs.1,44,72,746/- towards the total margin/earnest money for the two flats in the aforesaid project to respondent no.2. The respondent no.2 is stated to have executed two different Builder-Buyer agreements/allotment letters both dated 24.09.2012 for each of the flats.

ARB.P. 1773/2025

Page 1 of 4



4. Pursuant to the execution of the aforesaid agreements for allotment, two flats bearing nos.6th Vega and 18th Vega (3bhk flats) in Celeste Towers were allotted to the petitioner. It is further stated that the petitioner was induced by respondent no.2 to pay/part with the aforesaid earnest/margin money on the assurance that an amount of Rs.1.50 Crores will be financed for each flat under Subvention Scheme floated by respondent no.1 and the balance amount would be payable by the petitioner on subsequent dates, that is, on laying of 35th floor roof slab.

5. In the month of September, 2012, the petitioner had executed financial/loan arrangements *qua* the flats with the respondent no.1. It is stated that the possessions were promised to be delivered by the respondent no.2 to the petitioner by March, 2015, however, the possession was not offered.

6. Some criminal cases are stated to have been filed initially in the year 2022, which are pending even today. It is stated that some time in the last quarter of the year 2020, the Director of the petitioner company visited the site of construction and learnt that winding up proceedings as against respondent no.2 were pending under Company Petition no.357/2015 before this Court.

7. The list of allottees was obtained by the petitioner *vide* the communication dated 30.06.2022 furnished by the official liquidator. Finally it is stated that on 11.06.2025 after having cleared all the dues under the aforesaid loan agreement bearing no.HHLLAJ00122899, the respondent no.1 had issued a No Objection Certificate dated 28.05.2025 and 11.06.2025 in favour of the petitioner.

8. It is stated consequent thereto, the petitioner *vide* e-mail dated 28.06.2025 requested respondent no.1 to release all the original documents with respect to both the flats which were in power and possession of the respondent no.1. It is further stated that the respondent no.1 by the reply dated 26.06.2025 refused to handover the original documents, and stated that the said



original documents would be handed over to the builder.

9. It is in that context that the petitioner states to have been constrained to file the petition under Section 9 of the Act, whereby the learned District Judge passed orders dated 12.07.2025 and 29.07.2025 granting interim reliefs.

10. The petitioner claims to have sent a notice under Section 21 of the Act to respondents on 25.07.2025 naming an advocate to act as an arbitrator. It is stated that none of the parties replied to the same, constraining the petitioner to file the present petition.

11. The Arbitration Clause contained in Clause 64 of the Builder-Buyer Agreements, executed between the petitioner and the respondent no.2 is extracted hereunder:-

“64. Any dispute or difference arising between the Parties as to the effect, validity or interpretation of this Allotment Letter or as to their rights, duties or liabilities thereunder, failing amicable resolution through mutual negotiations, shall be referred to and settled by arbitration proceedings to be held in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The decision of the arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be at Delhi.”

12. Similarly, the Arbitration Clause contained in Article 11 of the Loan Agreements, executed between the respondent no.1 and the petitioner is extracted hereunder:-

*“ARTICLE 11: ARBITRATION
That the Borrower and IHFL agree that agreement shall be construed in accordance with the laws in force in India and in the event that any dispute or difference should arise on any matter relating to or arising out of the present agreement the same shall be referred to the Sole Arbitration of an arbitrator to be appointed by IHFL whose decision shall be final and binding upon the parties. The sole Arbitrator shall conduct the arbitration proceedings at New Delhi/Delhi. It is also mutually agreed between the parties that IHFL would be entitled to invoke the present arbitration agreement even after IHFL would have recalled the Loan/terminated the contract for any reason whatsoever. It is also agreed between the parties that arbitration proceeding would be conducted in English only and in no other language.”*

13. It is clear that the parties had agreed on reference of disputes to arbitrator



and the seat of arbitration proceedings is at Delhi.

14. Learned counsel for the parties are *ad idem* that the matter may be referred to arbitration. In terms of the judgment of the Supreme Court in “***In Re: Interplay between Arbitration Agreements under the Arbitration and Conciliation Act 1996 and Stamp Act, 1899, (2024) 6 SCC 1***”, this Court is not required to delve into the disputes which may have arisen between the parties and is only to satisfy itself as to the existence of an Arbitration clause in the agreement.

15. From the reading of the relevant clauses in both the agreements, it is clear that a valid and subsisting arbitration was envisaged and exists. Moreover, parties are *ad idem* that disputes be referred to arbitration.

16. In view of the above and having regard to the fact that the two separate issues arising out of the two separate agreements are subject matter of the present petition, it appears prudent to appoint a Single Arbitrator, however, two separate Tribunals may be constituted.

17. Accordingly, Mr. S.C. Malik (Ph: 9910384635) is appointed as an Arbitrator. The fees of the arbitrator shall be governed under Schedule IV of the Arbitration & Conciliation (Amendment) Act, 2015. The learned arbitrator shall treat the two references in separate arbitration cases, but is at liberty to consider hearing both cases on common dates.

18. The petition stands disposed of.

TUSHAR RAO GEDELA, J

JULY 24, 2026

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