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

+ **CONT.CAS(C) 776/2016**

AFFLE HOLDINGS PVT LTD

.... Petitioner

Through: Mr. Abhiv Agarwal and Mr.
Damandeep Singh, Advs.

versus

SAURABH SINGH

..... Respondent

Through: Ms. Maninder Acharya, Sr. Adv. with
Mr. Tarkeshwar Nath, Mr. Lalit
Mohan, Mr. Akash Kumar, Ms.
Niharika Singh and Mr. Harshit
Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **24.01.2024**

It is stated by learned counsel for the petitioner that the arguing counsel is in some personal difficulty and will not be able to address arguments today.

The matter is released from 'part-heard'.

List before the Roster Bench on 02.02.2024, after obtaining orders from Hon'ble the Acting Chief Justice.

JASMEET SINGH, J

JANUARY 24, 2024

sr



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

+ **ARB.P. 103/2024**

TATA CAPITAL LIMITED

..... Petitioner

Through: Mr Samir Sagar Vasishta and Mr Raj
Kumar, Advs.

versus

PRIME INTERGLOBE PRIVATE LIMITED & ORS.

..... Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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24.01.2024

I.A. 1803/2024

1. Exemption is granted subject to all just exceptions.
2. The petitioner shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The application is disposed of.

ARB.P. 103/2024

4. This is a petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator. Clause 19 of the Loan Agreement dated 30.03.2019 reads as under:

***“19. DISPUTE RESOLUTION, GOVERNING LAW AND
JURISDICTION***

***19.1. If any dispute, difference or claim arises between the
Obligors and the Lender in connection with the Facility or the
security or as to the interpretation, validity, implementation or
effect of the Facility Documents or as to the rights and***



liabilities of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents the same shall be settled by arbitration to be held in Mumbai/Delhi/Kolkala/Chennai as may be decided by the Lender in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto and shall be referred to a sole arbitrator to be appointed by the Lender. The award of the arbitrator shall be final and binding on all parties concerned.

19.2. The Facility Documents shall be governed by the laws of India.

19.3. The Borrower agrees that subject to the provisions of Clause 19.1 above, the courts of Mumbai or the courts at the venue of arbitration decided by the Lender in accordance with Clause 19.1 above alone shall have the exclusive jurisdiction to entertain and try all matters arising from and out of the Facility Documents.”

5. Since there were disputes, the petitioner vide Legal Notice dated 08.12.2023 invoked arbitration, however no reply was received by the petitioner. Hence, the present petition.

6. Issue notice to the respondents by all modes including electronic on the petitioner taking requisite steps within one week from today, returnable on 02.04.2024.

JANUARY 24, 2024/sr

JASMEET SINGH, J

[Click here to check corrigendum, if any](#)



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

+ **ARB.P. 107/2024**

M/S ARYAVRAT TOLLWAYS PVT. LTD. (ATPL)

..... Petitioner

Through: Counsel (appearance not given)

versus

**MADHYA PRADESH ROAD DEVELOPMENT
CORPN. LTD. (MPRDC) & ANR.**

..... Respondents

Through: Mr. Sanjeev Sagar, Standing Counsel
for SBI and Ms. Nazia Parveen, Adv.
for R-2/SBI. (through VC)

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **24.01.2024**

I.A. 1834/2024 & I.A. 1835/2024

1. Exemption is granted subject to all just exceptions.
2. The petitioner shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The applications are disposed of.

ARB.P. 107/2024

4. This is a petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties. Clause 9 of the Tripartite Agreement dated 22.05.2014 reads as under:

“9 DISPUTE RESOLUTION

*9.1 Any dispute, difference or claim arising out of or in
connection with this Agreement which is not resolved amicably*



within [15] days of communication thereof shall be decided finally by reference to arbitration to a Board of three Arbitrators comprising of one nominee of the Party which is the Claimant is such dispute, one nominee of the Empowered Institution and the third to be appointed in accordance with the Rules of Arbitration of the International Centre of Alternative Dispute Resolution, New Delhi (the “Rules”). Such arbitration shall be held in accordance with the said Rules and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

9.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.”

5. Since there were disputes between the parties, the petitioner invoked arbitration vide Legal Notice dated 19.12.2023, however, vide letter dated 22.12.2023, the respondent No.1 denied the applicability of the ICADR Rules.

6. For the said reasons, issue notice.

7. Ms. Parveen, learned counsel accepts notice on behalf of the respondent No.2/SBI.

7. Notice be issued to the respondent No.1 by all modes including electronic on the petitioner taking requisite steps within one week from today, returnable on 11.03.2024.

JASMEET SINGH, J

JANUARY 24, 2024

sr

[Click here to check corrigendum, if any](#)



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

+ **CS(COMM) 65/2024**

JASBIR SINGH PARMAR

..... Plaintiff

Through: Mr Asmit Sharma and Ms Pavitra
Veer Singh, Advs.

versus

JITENDER PARMAR & ORS.

..... Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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24.01.2024

I.A. 1747/2024

1. Exemption is granted subject to all just exceptions.
2. The plaintiff shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The application is disposed of.

I.A. 1748/2024

4. This is an application seeking condonation of 8 days delay in re-filing the plaint.
5. In view of the submissions made by the learned counsel and for the reasons stated in the application, the delay of 8 days in re-filing the plaint is condoned.
6. The application is disposed of.

CS(COMM) 65/2024 & I.A. 1746/2024

7. This is a suit seeking specific performance of the contract being a



Collaboration Agreement dated 16.06.2019 and seeking directions to the defendants to deliver and handover peaceful vacant physical possession of the Upper Ground Floor and half portion of top/Third Floor along with common passage, parking, staircase and other common areas in the property bearing No. A-37, Nirman Vihar, Delhi – 110092 (hereinafter referred to as “suit property”).

8. As per the plaint, the plaintiff is the owner of undivided half share of the suit property. The plaintiff had entered into a Collaboration Agreement dated 16.06.2019 for development of the suit property.

9. It is stated that the collaborators/developers (which include defendant No.1) being the nephew of the plaintiff after development is not handing over the share of the plaintiff as per the Collaboration Agreement. It is further stated that the defendants are raising unreasonable and illegal demands for more than Rs. 2 crores which is contrary to the terms of the Collaboration Agreement.

10. Since the suit is a commercial suit, the plaintiff had initiated pre-institution mediation which was closed on 22.08.2023 as ‘Non Starter’.

11. Issue summons for appearance of the defendants under Order XXXVII CPC, on prescribed proforma through all permissible modes.

12. List before the concerned Joint Registrar (Judicial) on 20.03.2024.

I.A. 1745/2024

13. This is an application filed under Order XXXIX Rules 1 and 2 read with Section 151 CPC seeking ad-interim ex-parte orders in favour of the plaintiff and against the defendants.

14. As already noted above, the plaintiff admittedly is the owner of undivided half share in the suit property. Despite the Collaboration



Agreement and despite the plaintiff giving possession of his undivided share for development, the defendants have not performed their obligation and handed over a constructed Upper Ground Floor and half portion of top/Third Floor along with along with common passage, parking, staircase and other common areas in the property bearing No. A-37, Nirman Vihar, Delhi – 110092 (hereinafter referred to as “suit property”) to the plaintiff.

15. For the said reasons, I am of the view that the plaintiff has made out a *prima facie* case. The balance of convenience also lies in favour of the plaintiff and against the defendants. In case ad-interim ex-parte order as prayed for is not granted, the plaintiff will suffer irreparable loss and injury which cannot be compensated in terms of money.

16. For the said reasons, it is directed that till the next date of hearing the defendants, their servants, agents, licensees, franchisees, partners, proprietors or anybody acting on their behalf are restrained from parting with disposing, alienating, transferring, encumbering or creating any third party interest including letting out of Upper Ground Floor and half portion of top/Third Floor of the suit property i.e. A-37, Nirman Vihar, Delhi-110092.

17. List before the concerned Joint Registrar (Judicial) on 20.03.2024.

18. List before this Court on 08.04.2024.

19. Provisions of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 be complied with within one week.

20. *Dasti.*

JASMEET SINGH, J

JANUARY 24, 2024/sr

[Click here to check corrigendum, if any](#)