

Yassh Deep Builders Llp vs Sushil Kumar Singh & Anr on 23 December, 2022

Author: Chandra Dhari Singh

Bench: Chandra Dhari Singh

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ O.M.P.(I) (COMM.) 401/2022 and I.A. No.22368/2022

YASSH DEEP BUILDERS LLP Petitioner
Through: Mr.Rajiv Nayar, Senior Advocate
with Mr.Rishi Agarwal, Mr.Karan
Luthra, Ms.Awishi Tikku, Mr.Shrawan
Niranjan and Mr.Surabh Seth,
Advocates

versus

SUSHIL KUMAR SINGH & ANR. Respo
Through:

CORAM:
HON'BLE MR. JUSTICE CHANDRA DHARI SINGH
ORDER

% 23.12.2022 I.A. Nos. 22366/2022, 22367/2022 (for Exemptions) Subject to the petitioner filing the clear, original and legible/typed copies of any dim documents on which the petitioner may seek to place reliance, within four weeks from today, exemption is granted for the present.

The applications are disposed of.

O.M.P.(I) (COMM.) 401/2022 The present petition has been filed under Section 9 of the Arbitration & Conciliation Act, 1996 seeking following prayers:

"(i) Direct the Respondent No. 1, its representatives, attorneys, heirs, executors, administrators, successors and permitted assigns, to jointly and severally maintain status quo as to the possession and title of the land admeasuring 94 Kanal and 7 Marla equivalent to 11. 793 7 5 acres situated in the revenue estate of village Dhunela, Tehsil Sohna, District Gurugram, Haryana 122001 during the pendency of the Arbitration proceedings;

(ii) Restrain the Respondent No. I, its representatives, attorneys, heirs, executors, administrators, successors and permitted assigns etc. from directly or indirectly, selling, transferring, alienating or creating any third party rights in any manner

whatsoever with respect to the land admeasuring 94 Kanal and 7 Marla equivalent to 11.79375 acres situated ir.. the revenue estate of village Dhunela, Tehsil Sohna, District Gurugram, Haryana 122001, which is a subject matter of the Collaboration Agreement dated 15.05.2018 and First Supplementary Collaboration Agreement dated 03.06.2019;

(iii) Direct the Respondent No. 1 to render all assistance to the Petitioner to obtain all statutory clearances/regulatory approvals/consents/licenses in terms of Clause 9.3 of the Collaboration Agreement dated 15.05.2018.

(iv) Pass ex parte ad interim orders in terms of prayers

(i) to (iii) above;

(vi) Pass any such other or further order/orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

2. Learned senior counsel appearing on behalf of the petitioner submits that in accordance with the Collaboration Agreement dated 15th May, 2018 (as amended by the First Supplementary Collaboration Agreement dated 3rd June, 2019), Respondent No. 1 has given the Petitioner physical possession of the Collaboration Property and received a huge sum of Rs 4.21 Crores for development rights. The Collaboration Agreement gives the Petitioner the right to develop and sell the Collaboration Property, and a portion of it was set aside for Respondent No. 1.

3. Learned senior counsel appearing on behalf of the petitioner submitted that the Petitioner alleges that the Respondent No. 1 and Respondent No. 2 conspired to deceive the Petitioner by completing a falsified and fraudulent Second Supplementary Collaboration Agreement.

4. It is further submitted on behalf of the petitioner that the Respondent No. 1 has not terminated or tried to terminate the Collaboration Agreement, but it has secretly issued a Deed terminating the General Power of Attorney and filed it to the Sub-Registrar, Haryana.

5. Learned senior counsel for the petitioner further submitted that the Petitioner fears that Respondent Nos. 1 and 2 may develop third party rights in the Collaboration Property to oppose its rights. The Petitioner claims that the petitioner is entitled to particular performance of the Collaboration Agreement since, it has fulfilled all its commitments and is always ready and willing to do so. The Petitioner claims that awaiting such resolution, the Collaboration Property must be safeguarded to enable an effective decree of specific performance in favour of the Petitioner and against the Respondent.

6. It is further submitted on behalf of the petitioner that the petitioner would suffer irreparable hardship and injury if any stay is not granted in favour of the petitioner and against the respondents.

7. It has been fairly contended on behalf of the petitioner that the petitioner shall invoke the arbitration vide arbitration clause 9.3 of the Collaboration Agreement dated 15th May, 2018, today itself.

3. Issue notice of the petition to the respondent Nos. 1 and 2 on taking of steps by the petitioner within one week through all permissible modes, returnable on 25th January, 2023.

4. A prima facie case is made out on behalf of the petitioner. Consequently, till the next date of hearing, status quo with regard to the title and possession shall be maintained with respect to the subject property.

CHANDRA DHARI SINGH, J DECEMBER 23, 2022 SV/UG Click here to check corrigendum, if any