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THE COURT OF HON'BLE Commercial Court  
II, GBN

Arbitration Case/ Bail Application/ O.S.No. 06 /2025 **16 FEB 2026**

K. W. Builders Pvt  
Ltd DAns

S-S. Builders Sars

U/s 09 of arbitration act

कावेन देने की तिथि 31/1/26  
मौदिस रिपार करने की तिथि 31/1/26  
प्रतिलिपि जारी करने की तिथि 31/1/26

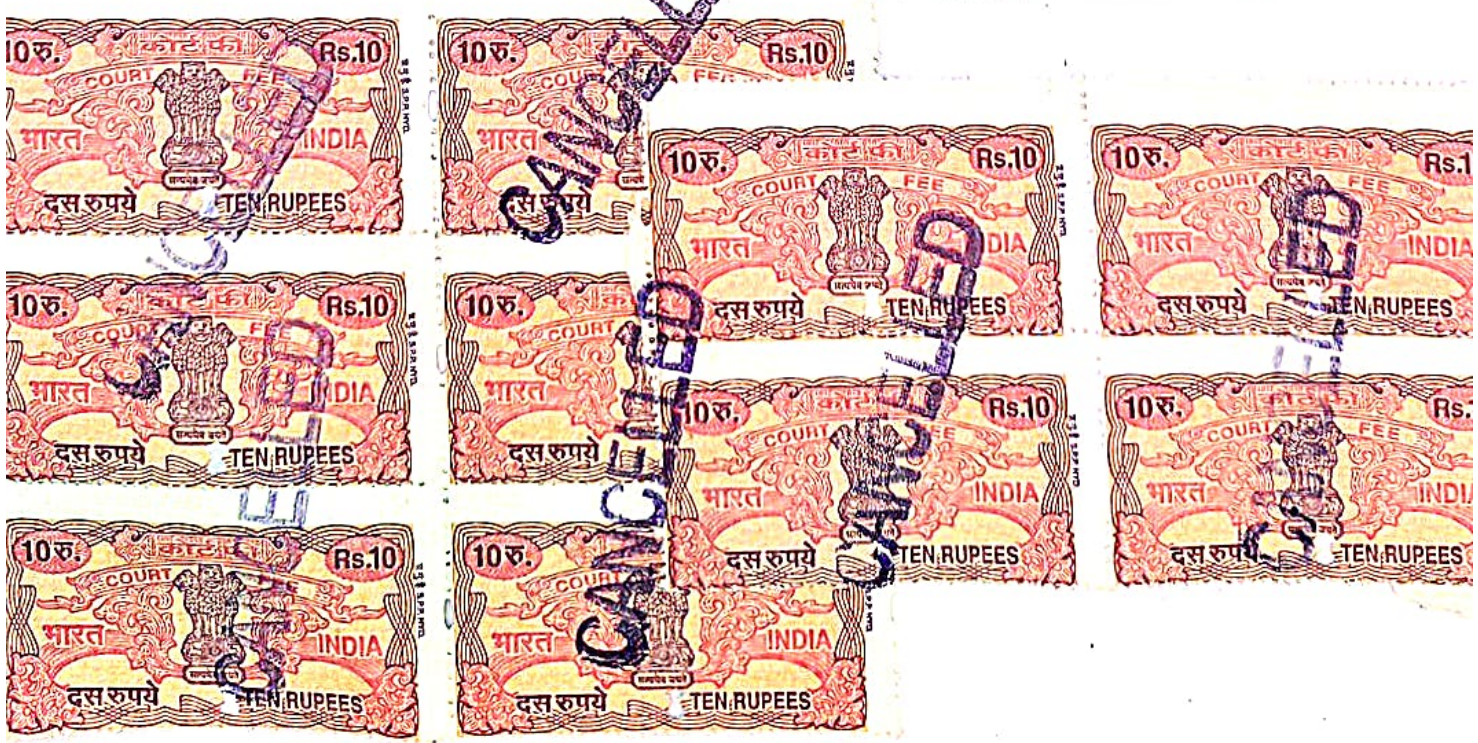
**16 FEB 2026**

**16 FEB 2026**

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Lead  
मुख्य प्रतिलिपि  
जम्पास-न्यायालय  
गौतमबुद्ध नगर

Order dated 30-01-2026





AB 10 06/2026

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30-01-2026 दर्ज रजिस्टर हो।

पीठारी अधिकारी  
कमर्शियल न्यायालय संख्या-1  
गौतमबुद्धनगर।

IN THE COURT OF PRESIDING OFFICER COMMERCIAL  
COURT- II GAUTAM BUDDH NAGAR.



M/s K. W. Buildcons Pvt. Ltd. & Anr.

V/s.

M/s S. S. Builders Private Limited & Ors.

Arbitration Case No.06 of 2026.

U/s. 9 of Arbitration Act 1996

30.01.2026

1- The petition under Section 9 of The Arbitration & Conciliation Act 1996, has been filed by petitioner for an interim measure of protection in respect of the subject matter/disputed land, till the commencement of the arbitral proceedings as per Arbitral Clause of the Memorandum of Understanding between parties.

2- Application C-2 for grant of urgent ad-interim protection/interim measures till the final adjudication of the petition under Section 9 of the Arbitration & Conciliation Act 1996, is filed by the petitioners with the submission that the "Disputed Land" situated at Village Morta, Pargana Ghaziabad, Uttar Pradesh, is a major part of "Project Land" comprising of Khasra Nos. 808, 809, 810, 820, 831, 832, 788, 814, 816, 818, 817, 830 admeasuring 8.04814 and Khasras No. 811, 812, 813, 819, 821 and 822 admeasuring 0.279 Hectares being Chak road and Naali in Village Morta, Pargana Ghaziabad, Uttar Pradesh, pending constitution and adjudication by the Arbitral Tribunal.

3- The Applicants are real estate companies, namely M/s

KW Buildcons Pvt. Ltd. and M/s KW Infrabuild Pvt. Ltd., duly incorporated under the Companies Act and inter-se sister concerns, engaged in development, construction, and sale of immovable properties. The Respondent No.1 M/s SS Builders Unit-1, is a registered partnership firm engaged in the business of builders and developers, and Respondent Nos. 2 to 9 are its partners and/or legal representatives of deceased partners.

4- It has been further submitted by petitioner that an Agreement (Memorandum of Understanding) dated 02.03.2013 was executed between the Applicants and Respondent No.1 for development of a Group Housing Project on the Project Land, including the disputed land, containing a valid and binding arbitration clause. under the Agreement, the petitioners were to acquire 60% stakeholding in the partnership firm against agreed financial consideration, while the respondents were obligated to Get the Project Land converted into R-Zone, transfer individual land holdings to the partnership firm, (c) Deposit original title deeds, amend the partnership deed inducting petitioners as partners and convert the partnership firm into a private limited company.

5- Pursuant to the Agreement, the petitioners paid a sum of Rs. 1,50,60,222/- to the Respondents and thereby acquired 20% stake-holding in Respondent No.1 firm, and became de-jure partners thereof. The conversion of land into R-Zone was a condition precedent, exclusively to be performed by the Respondents, which despite repeated extensions and assurances, has not been complied with till date. The Respondents have failed and neglected to amend the partnership deed, induct the petitioners as partners, convert the firm into a company, or render accounts, thereby acting in breach of the Agreement and contrary to partnership law.

6- The Respondents deposited original title deeds of the Project Land with the petitioners, acknowledging their lien and interest; however, three original sale deeds were later taken back temporarily by Late Sudhir Kumar Kaushik and have not been

returned till date. The petitioners have recently come to know that the Respondents are attempting to alienate and create third-party interests in the disputed land and have entered into negotiations with third-party builders, including public advertisements for pre-launch of a project. The despite issuance of a legal notice dated 27.12.2025 and publication of public notices cautioning third parties, the Respondents have refused to honour their contractual obligations and have openly threatened alienation of the disputed land.

7- The petitioners have invoked arbitration by issuing Notice of Dispute-cum-Arbitration dated 21.01.2026 and appointed their Arbitrator, thereby commencing arbitral proceedings within the meaning of Section 9(2) of the Act. Unless immediate interim protection is granted, the Respondents may irreversibly alter the nature of the disputed land, defeat the arbitral proceedings, and cause irreparable loss to the petitioners which cannot be compensated in monetary terms. The petitioners have a strong prima facie case, the balance of convenience lies in their favour, and denial of interim relief would render the arbitration proceedings nugatory.

8- The present application is bona fide, filed in the interest of justice, equity, and for preservation of the subject matter of arbitration. Therefore, it has been prayed that urgent ad-interim protection be granted in favour of petitioners against respondents directing them to maintain status quo with the disputed land and the respondent be restrained pendente lite, from selling, transferring, alienating, mortgaging, leasing, encumbering or creating any third-party interest of any nature whatsoever in respect of the disputed land bearing Khasra Nos. 808, 809, 810, 820, 831, 832, 788, 814, 816, 818, 817, 830 admeasuring 8.04814 and Khasras No. 811, 812, 813, 819, 821 and 822 admeasuring 0.279 Hectares being Chak road and Naali in Village Mota, Pargana Ghaziabad, Uttar Pradesh, pending final adjudication of the present petition under Section 9 of the Arbitration & Conciliation Act, 1996 and to permit the petitioners, pending the proceedings under Section 9 of the Arbitration & Conciliation Act 1996, to erect and establish, as many



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as required, Notice Boards/ Pillars/Polls /Uni-poles at all conspicuous places in the disputed land- clearly indicating the warning and with disclosure of interest and lien rights of petitioners, under the Agreement, in the interest of the petitioners as well as the general public, as a caution to avoid creation of any third-party rights in the disputed land.

9- Heard Shri Pawan Kumar Chaudhary Adv., learned counsel for petitioner on the point of issuing ad-interim injunction against respondents and gone through the record of the case. A perusal of the record reveals that as per Memorandum of Understanding between parties dated 02.03.2013, there is Dispute-Resolution-cum-Arbitration arbitration that-



case any dispute is not possible to be sorted out between parties hereto then each party, of this MOU, shall appoint one Arbitrator, each side. If the consensus could not be arrived at, between the each such appointed Arbitrator, these Arbitrators shall appoint the referee Arbitrator and then the decision of the Arbitrator shall be final and binding on all the parties.

10- A perusal of the record reveals that the petition under Section 9 of Arbitration and Conciliation Act 1996 C.P.C., has been filed by petitioner with the submission that the Memorandum of Understanding dated 02.03.2013 between the petitioners and the respondents contains a valid arbitration clause. The present dispute is that the respondents are attempting to alienate and create third-party interests in the disputed land and have entered into negotiations with third-party builders, including public advertisements for pre-launch of a project. This Court, having supervisory jurisdiction under Section 2(1)(e) of the Arbitration and Conciliation Act, 1996, is competent to grant interim relief under Section 9, even prior to the constitution of the Arbitral Tribunal, to preserve the subject matter of arbitration and prevent frustration of proceedings. Prima facie. The action of the respondents to alienate and create third-party interests in the disputed land and entering into negotiations with third-party builders, including public

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advertisements for pre-launch of a project, is likely to violate the mandatory provisions of Memorandum of Understanding.

11- In view of the above provision in the Memorandum of Understanding dated 02.03.2013, it is clear that in case any dispute is not possible to be sorted out between parties hereto, then each party, of this MOU, shall appoint one Arbitrator, from each side. If the consensus could not be arrived at, between the each such appointed Arbitrator, these Arbitrators shall appoint the referee Arbitrator and then the decision of the Arbitrator shall be final and binding on all the parties.

12- There is nothing on record to contradict or discard the submissions made by petitioner, since the respondent has not replied despite due service of legal notices through registered post and publication made in daily News Papers which are being circulated in the local area of the respondents. As per Munsarim Report there is no Caveat of the respondent in the matter. In such circumstances of the case, there is no reasonable ground to disbelieve the averments and papers filed by the petitioners. Therefore, a prima-facie case appears in favour of the petitioner. On the basis of submissions and papers filed by the petitioners, at this stage, there appears a prima-facie case of the petitioners and the petitioners are likely to suffer irreparable loss in absence of ad-interim measures for protection of the subject matter/disputed land. In such circumstances of the case the petitioners deserve for ad-interim protection at this stage.

13- After considering entire facts and circumstances of the case, till the date fixed in the case, the respondents are directed to maintain status quo with the disputed land and the respondents are restrained from selling, transferring, alienating, mortgaging, leasing, encumbering or creating any third-party interest of any nature whatsoever in respect of the disputed land bearing Khasra Nos. 808, 809, 810, 820, 831, 832, 788, 814, 816, 818, 817, 830 admeasuring 8.04814 and Khasras No. 811, 812, 813, 819, 821 and 822 admeasuring 0.279 Hectares being Chak road and Naali in Village Morta, Pargana Ghaziabad, Uttar Pradesh, The petitioners must take necessary steps forthwith for invoking Arbitration clause of the



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Memorandum of Understanding dated 02.03.2013. Let notices be issued to respondents. Necessary steps be taken by petitioner for service of notice upon respondents.

Put up on 27.02.2026 for reply/disposal of the petition filed by petitioner under Section 9 of The Arbitration & Conciliation Act 1996.



dated; January 30, 2025,

 30.1.2026

Presiding Officer Coomercial Court-II  
Gautam Buddh Nagar

फोटो सत्य प्रतिलिपि  
  
मुख्य प्रतिनिधिक  
जनपद, न्यायालय, गौतम बुद्धनगर