

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

ARBITRATION PETITION NO.19 OF 2026

SAMIR NARANG

PETITIONER(S)

VERSUS

EXCELLENCE SHELU REALTY LLP

RESPONDENT(S)

O R D E R

1. The instant petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("the 1996 Act"), seeks appointment of a Sole Arbitrator to adjudicate disputes arising out of the Memorandum of Understanding dated 25.02.2016 ("MoU") executed between the Petitioner and Respondent.
2. Briefly observed, the Petitioner is a citizen of Canada and an individual investor, who had joined as a dormant incoming partner on account of his investment in the Respondent-firm. The said firm is involved in real estate development in Pune, India. This transaction has been executed in the form of the MoU dated 25.02.2016, Clause 7 whereof permitted the Petitioner to exit the firm after two years, with the Respondent obligated either to liquidate the land-share of the Petitioner or to buy back the same at a stipulated rate. Further, Clause 10 of the MoU provides for resolution of disputes through arbitration by a panel of two arbitrators, one being appointed by each of the two parties.
3. It is the Petitioner's case that in December 2018, he invoked his right under Clause 7 of the MoU, but the Respondent neither refunded the capital investment nor paid the balance appreciation. All communication for the same is also said to

have ceased since June 2024. When the Petitioner's Legal Notice dated 06.03.2025 was not adhered to, he sent a Notice dated 09.07.2025, invoking arbitration under Clause 10 of the MoU, claiming payment due of Rs. 44 lakh. He nominated Mr. Pankaj Savant, Senior Advocate, as his nominee arbitrator, calling upon the Respondent to nominate its arbitrator within 30 days.

4. The Respondent, however, did not respond to the arbitration notice, prompting the Petitioner to move the instant petition. In light of the bar contained in Section 10 of the 1996 Act, the Petitioner prays for appointment of a sole arbitrator.
5. We have heard learned counsel for the parties and perused the material placed on record.
6. Keeping in view the facts and circumstances recorded above and the relevant provision under the MoU, we allow the instant Arbitration Petition and appoint Mr. S.B. Panse, retired District Judge, as the Sole Arbitrator to adjudicate the disputes between the parties. The seat and venue of arbitration shall be Pune, India.
7. It is pointed out that the Respondent has raised disputes as to (i) whether a concluded and binding contract exists between the parties; (ii) whether a valid arbitration agreement subsists thereunder; and (iii) whether the disputes raised are arbitrable in nature. All such questions, being mixed questions of fact and law, are left to be adjudicated by the arbitrator in accordance with law. The parties are at liberty

to seek preliminary determination of these issues by the Sole Arbitrator.

8. The Arbitrator shall be at liberty to fix her own remuneration/fees. Ordered accordingly.

9. Pending interlocutory applications, if any, also stand disposed of.

.....CJI.
(SURYA KANT)

.....J.
(JOYMALYA BAGCHI)

.....J.
(V. MOHANA)

NEW DELHI;
AUGUST 24, 2026.

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGSPetition(s) for Arbitration No(s). 19/2026

SAMIR NARANG

Petitioner(s)

VERSUS

EXCELLENCE SHELU REALTY LLP

Respondent(s)

Date : 24-08-2026 This petition was called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHI
HON'BLE MRS. JUSTICE V. MOHANAFor Petitioner(s) :Mr. Bharath Gangadharan, Adv.
Ms. Tanya Chaudhry, AORFor Respondent(s) :Mr. Saaket Jain, Adv.
Mr. Ankur Singhal, Adv.
Ms. Shivangi Anand, AOR

UPON hearing the counsel the Court made the following

O R D E R

The petition is allowed in terms of the signed order.

Pending interlocutory applications, if any, also stand
disposed of.(NITIN TALREJA)
ASTT. REGISTRAR-cum-PS(NIKITA SINGH)
COURT MASTER (NSH)

(Signed order is placed on the file)