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

+ OMP (ENF.) (COMM.) 13/2019 & I.A. Nos.1400-01/2019

NATIONAL SPOT EXCHANGE LTD Petitioner
Through Mr.Arvind Nayar, Sr. Adv. with
Mr.Ranjan Kr.Pandey, Mr.Sandeep
Bisht, Ms.Upasana Chandrashekarani
and Mr.Anuj Tiwari, Adv.

versus

MOHAN INDIA PVT .LTD & ORS. Respondents
Through Mr.Vijay K.Singh and Ms.Ruchika
Darira, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **07.02.2019**

Learned senior counsel for the petitioner has relied upon on the judgment of this Court in *Anuradha SA Investments LLC v. Parsvnath Developers Limited*, 2017 SCC OnLine Del 7970 to contend that though the Agreement under Section 73 and 74 of the Arbitration and Conciliation Act, 1996 has been given the status of an Award, it is still an Agreement and is liable to be stamped only as an Agreement.

Issue notice to the respondents.

Notice is accepted by Mr.Vijay K.Singh, Advocate on behalf of the respondents. He prays for and is granted two weeks time to file the reply/objection. Rejoinder/reply thereto be filed within a period of two weeks thereafter.

In the meantime, respondents, except respondent nos.4 to 8, shall file a list of their assets in Form 16-A Appendix E of Code of Civil Procedure, 1908 and in terms of the judgment of this Court in *M/s Bhandari Engineers & Builders Pvt. Ltd. v. M/s Maharia Raj Joint Venture & Ors.*, 2016 SCC OnLine Del 182.

The respondents, except respondent nos.4 to 8, are further restrained from creating any third party interest in any of their immovable properties except in due compliance with the order passed by any other competent Court/Authority.

List on 26th March, 2019.

NAVIN CHAWLA, J

FEBRUARY 07, 2019/Arya