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

+ **ARB.P. 29/2024, I.A. 459/2024**

MR DEV DUTT GULATI & ANR. Petitioners

Through: **Mr. Nikhil Fernandes, Advocate.**

versus

SAYA HOMES PRIVATE LIMITED & ANR. Respondents

Through: **Mr. Raghav Sharma, Advocate for D3.**

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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27.02.2024

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, has been filed on behalf of the petitioners, for appointment of Arbitrator to adjudicate the *inter se* disputes between the parties.

2. It is submitted that in the year 2017, the investment of the amount of Rs.1,37,00,000/-, was made by the petitioners with the respondent No. 1, who had issued the allotment for Unit Nos. SG-4/3404 and SG-1/3401 in the Project "Saya Gold Avenue" in the group housing residential society situated at Indirapuram, Ghaziabad, Uttar Pradesh-101010. However, since November 2017 till July 2022, the respondents have failed to execute the Sale Deeds in favour of the petitioners. Moreover, respondent No. 2 also informed in July 2022, its inability to pay the interest amount of Rs.30,97,875/- against the investment made by the petitioners. On 20.08.2022, in accordance with the Settlement Agreement, an Agreement for



Sale/Sub Lease Deed dated 20.08.2022 was executed between the respondent No. 1 and the petitioner, in respect of One Unit. Several discussions in Settlement Deed dated 25.08.2022, were executed. The respondent No. 1 also issued a final 'No Dues Certificates' dated 20.08.2022, to the petitioners. However, the respondents defaulted in complying with the terms and conditions of the Settlement Deed.

3. Therefore, the petitioners in terms of Clause 31 of the Settlement Agreement, invoked the Arbitration Clause *vide* the Notice for Invocation of arbitration proceedings dated 09.11.2023. Despite the service, respondents have failed to respond to the notice. Hence, the present petition has been filed.

4. Notice of the petition has been served by the petitioners through e-mail for which an affidavit of service has also been filed. However, despite service, none has appeared on behalf of the respondents.

5. **Submissions heard.**

6. Considering that there is a valid Agreement inter se the parties containing an Arbitration Clause and the disputes are claimed to have arisen under the Agreement, Mr. A.K. Arya, (Retired) ADJ (Mobile No. 9910384687), is hereby appointed as the Arbitrator, to adjudicate the disputes between the parties.

7. The parties are at liberty to raise their respective objections before the Arbitrator.

8. The fees of the learned Arbitrator would be fixed in accordance with the IV Schedule to the Act, 1996 or as consented by the parties.

9. This is subject to the Arbitrator making necessary disclosure as under Section 12(1) of A&C Act, 1996 and not being ineligible under Section



12(5) of the A&C Act, 1996.

10. Accordingly, the petition is accordingly allowed and disposed of.

NEENA BANSAL KRISHNA, J

FEBRUARY 27, 2024/RS