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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 116/2024

MR. INDERPREET SINGH BHATIA

.....Petitioner

Through: Mr Rohit Gandhi, Ms Charu Sahai and Ms Akshita
Nigam, Advs.

versus

SATISH TANDON & ORS.

.....Respondents

Through: Mr Peeyoosh Kalra, Mr Sudhindra Tripathi and Mr
Yashwant Singh Baghel, Advs. for R-1.
Mr Rohit Oberoi, Adv. for R-2 & R-3.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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04.09.2024

6. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of the MoU dated 01.08.2022.

7. The arbitration clause is Clause 15 of the said MoU which reads as under:

“15. That in case of any dispute arising out of or in any way touching or concerning this MoU, it shall be resolved mutually and amicably failing which it shall be referred to the Sole Arbitrator preferably a property lawyer or person having worthy knowledge of dealing with Property matters who will be appointed by mutual consent of the parties and the place of the arbitration will be New Delhi and the Delhi Courts shall have



exclusive jurisdiction.”

8. Since there were disputes between the parties, the petitioner invoked the arbitration clause *vide* legal notice dated 11.11.2023.

9. Mr Kalra, learned counsel for respondent No.1 has raised an objection with regard to the agreement itself being void. However, he states that in view of the judgment of ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754***, he shall raise this issue before the learned Arbitrator and does not oppose allowing the present petition only to the extent of appointment of an Arbitrator.

10. Learned counsel for respondent Nos. 2 & 3 states that respondent Nos. 2 and 3 are neither signatories to the said MoU nor they wish to participate in the arbitration proceedings. Hence, respondent Nos. 2 & 3 are not referred to arbitration.

11. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i) Mr. Justice Jayant Nath (Retd.) (Mob. No. 9810032986) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.



- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties including whether the MoU is vitiated/void, existence of the said MoU, are left open and for adjudication by the learned Arbitrator in accordance with law.
- v) The parties shall approach the learned Arbitrator within two weeks from today.
12. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 4, 2024

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Click here to check corrigendum, if any