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

+ **ARB.P. 264/2023**

MOHD TARIQ NAWAB

.....Petitioner

Through: Mr. Rishabh Sachdeva, Mr. Ishan Puri, Mr. Prateek Tiwari, Advocate(s)
Mr. Shivang Singh, Mr. Pranav Gupta, Ms. Unnati Chauhan, Mr. Sanchita Jain, Advocates

versus

M/S RISE PROJECTS PVT LTD & ORS.Respondents

Through: Mr. Debesh Panda, Mr. Ishan Puri
Mr. Rishabh Sachdeva, Advs. for R-1 to 3
Mr. Jishnu Bhardwaj, Advocate for Respondent No. 4

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
11.12.2024

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the Allotment Letter-cum-Agreement dated 14.02.2015 entered into between the Petitioner and Respondent No.1.

2. Since, Respondents No.2, 3 and 4 are not the parties to the Allotment Letter-cum-Agreement dated 14.02.2015, the learned Counsel for the Petitioner seeks permission to delete the Respondents No.2, 3, and 4 from the array of the parties with liberty to approach to the Ld. Arbitrator by filing the application under Order I Rule 10 CPC.

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3. Permission and liberty, as prayed for, are granted.
4. This Court is not making any observation as to whether Respondents No.2, 3 and 4 are necessary parties to the disputes that have arisen between the parties under the Allotment Letter-cum-Agreement dated 14.02.2015 or not.
5. Since the disputes have arisen between the parties, the Petitioner invoked the Arbitration by issuing notice dated 21.11.2022 to the Respondents.
6. There is an Arbitration Clause in the Allotment Letter-cum-Agreement dated 14.02.2015, which reads as under:-

“APPLICABLE LAWS AND JURISDICTION:

All or any dispute arising out of or touching upon or in relation to the terms of this Allotment Letter cum Agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration: The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments, modification thereof for the time being in force. The Arbitration proceedings shall be held in New Delhi by a sole Arbitrator to be appointed by the RPPL. The Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment even if the person so appointed, as Arbitrator, Is an employee or advocate of the PPL or is otherwise connected to the RPPL and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at New Delhi shall alone have the jurisdiction In all matters arising out of / touching and/or concerning this Agreement regardless of the place of execution of this agreement.”



7. In view of the fact that disputes have arisen between the parties and the Allotment Letter-cum-Agreement dated 14.02.2015 contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Mr. Arjun Pant, Advocate, (Mob. No.9811071260) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996 within three weeks of entering on reference.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

13. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 11, 2024

RJ