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

+ **ARB.P. 492/2023**

SMT. NEELAM MITTAL & ANR.

.....Petitioners

Through: Ms. Arundhati Katju, Ms. Ritika
Meena and Ms. Swati Kwatra,
Advocates.

versus

SMT. SAKSHI DUA

.....Respondent

Through: Mr. Avinash Das and Mr. Nikhil
Yadav, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

15.10.2024

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the Agreement to Sell dated 20.03.2020 entered into between the Parties. Clause 11 of the said Agreement, which is an arbitration clause, reads as under:

“11. In case of any dispute or differences arising out of the present agreement, the same shall be referred to a sole arbitrator appointed by the Hon'ble High Court of Delhi pursuant to applicant preferred by the parties hereto either jointly or by either of the Parties and such an Arbitrator who is appointed by the Hon'ble High Court who shall adjudicate and decide upon such dispute as per the provision of Arbitration and Conciliation Act, 2019 or any statutory modification thereto. The place of Arbitration shall exclusively be at



New Delhi only. The award passed shall be final and binding upon both the parties.”

2. The Agreement to Sell was entered into between the parties on 20.03.2020. It is stated that the Petitioners vide emails dated 17.06.2020, 18.06.2020 and 19.06.2020 were consistently and persistently reminding the Respondent to execute the Sale Deed. It is stated that the Respondent vide Legal Notice dated 24.06.2020 cancelled the Agreement To Sell dated 20.03.2020 and returned the amount of Rs.50,000/- along with interest @ 6% P.A. to the Petitioners i.e. Rs. 51000/-. It is stated that in response to the Respondent's notice dated 24.06.2020, the Petitioners sent a notice dated 27.06.2020 calling upon the Respondent to receive the balance amount of Rs.94,50,000/- from the Petitioners and execute the Sale Deed and other necessary documents in respect to the property in question in favour of the Petitioners or to pay Rs.3,00,00,000/- to the Petitioners as per Clause 10 of the Agreement To Sell dated 20.03.2020. It is stated that, thereafter, the Petitioners sent a notice dated 07.02.2023 to the Respondent invoking arbitration to be seated in New Delhi, in terms of clause 11 of the Agreement To Sell, claiming an amount of Rs. 2,99,49,000/- which according to the Petitioner is payable by the Respondent in terms of the Agreement to Sell dated 20.03.2020 together with interest thereon @ 6 p.a. from 24.06.2020.

3. In view of the fact that disputes have arisen between the Parties and the Agreement to Sell dated 20.03.2020 contains arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the Parties.

4. Accordingly, Ms. Varuna Bhandari Gugnani, (Adv.) (Mob. No.



9810400605) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

5. 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.

6. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

7. 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.

8. 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.

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

SUBRAMONIUM PRASAD, J

OCTOBER 15, 2024

S. Zakir