



\$~44

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

+ **ARB.P. 480/2024**

HARKIRAT SINGH RANDHAWA & ANR. Petitioners

Through: **Mr. Siddhant Asthana, Mr. L. M. Asthana, Mr. Chhetarpal Singh, Advs.**

versus

SPLENDOR BUILDWELL PVT LTD & ANR. Respondents

Through: **Mr. Sarthak Gupta, Adv.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

09.04.2024

%

I.A. 7984/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

ARB.P. 480/2024

3. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of an Arbitral Tribunal comprising of a Sole Arbitrator to adjudicate the disputes between the parties.
4. Learned counsel for the petitioner submits that the parties had entered into a Space Buyers Agreement dated 26.04.2016 and a Memorandum of Understanding dated 26.04.2016. It is submitted that the said Space Buyers Agreement and Memorandum of Understanding contains an



arbitration clause (Clause-31 of the Space Buyers Agreement) and (clause-37 of the MoU), which provides that all disputes, with respect to the said agreement, shall be referred to arbitration as per provisions of the A&C Act, and further provides that the place of arbitration would be at Delhi.

5. The clause provides that the Sole Arbitrator shall be appointed by the Chairman/Director of the respondent company. However, petitioner in view of the settled law that parties do not have unilateral power to appoint an arbitrator, has filed the present petition.
6. Disputes having arisen between the parties, the petitioner invoked arbitration vide legal notice dated 02.01.2024.
7. Issue notice.
8. Learned counsel appearing for the respondent has accepted the notice and on instructions, submits that the answering respondent has no objection to the matter being referred to the Arbitral Tribunal comprising of a Sole Arbitrator keeping all the contentions open and without prejudice to the rights of the respondent.
9. Learned counsel submits that the claim amount is around Rupees Thirty-Five Lakhs Only.
10. Considering that both the parties have consented to the reference to the arbitral tribunal, the present petition is disposed of with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) As agreed by both the counsels for the parties, Ms. Shilpa Ohri, Advocate (Mobile No. 9871900539) is appointed as arbitrator to



adjudicate the disputes between the parties.

- iii) 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 fee rules of the DIAC Schedule or as the parties may agree.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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 on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned arbitrator within two weeks from today.
11. The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

APRIL 9, 2024/AR..