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

+ **ARB.P. 563/2024**

MOHIT ANAND DESIGN

..... Petitioner

Through: Mr.Mohit Chaudhary, Mr.Kunal
Sachdeva and Ms.Vaishali Shukla,
advts.

versus

SANJAY SINGH & ANR.

..... Respondents

Through: Mr. Devajyoti Bhattacharya,
Advocate

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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03.05.2024

I.A. 9877/2024 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

ARB.P. 563/2024

Present petition has been filed under Section 11 of the Arbitration and Conciliation Act for appointment of an arbitrator for adjudication of the disputes inter se the parties. The parties have entered into an Interior Work Agreement dated 16.04.2022. The agreement contains the arbitration clause with the jurisdiction at New Delhi. The arbitration has been invoked vide notice dated 28.11.2023. Learned counsel for the petitioner submits that admittedly, Respondent no.2. is not a party to the agreement and she has only been added as a proforma party. However, learned counsel submits



respondent no.2 may be deleted from the array of the parties.

Let Respondent no.2 be deleted from the array of the parties.

Issue notice.

Learned counsel for the respondent has accepted the notice. Learned counsel or the respondent submits that the petitioner has misrepresented before the court and in fact, the payment has been made.

The jurisdiction of the court at time of making the reference to arbitration under Section 11 is limited. In *Vidya Drolia v. Durga Trading Corpn.*, (2021) 2 SCC 1 and *DLF Home Developers Ltd. v. Rajapura Homes (P) Ltd.*, (2021) 16 SCC 743, it has repeatedly been held by the Apex Court and this court that if there is an agreement which contains the arbitration clause, the matter should be referred to the arbitration unless and until there are exceptional reasons for not making such reference.

In the circumstances, keeping all the contentions of the respondent open and not touching the merits of the case, 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 Mr.Justice G.P.Mittal, Former Judge, High Court of Delhi (Mobile No.9910384619) is appointed as an 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.

The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

MAY 3, 2024

rb /aj..