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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 585/2024

KARAMVIR

.....Petitioner

Through: Mr. Sanjay Mishra, Ms. Stuti Mishra,
Mr. Kartikey Mittal, Advs.

versus

ANSAL HOUSING LTD

.....Respondent

Through: Ms. Dharitry Phookan, Mr. Lanutula
Karanur, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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05.11.2024

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator for adjudicating the disputes between the parties.
2. The facts are that the petitioner and the respondent executed a Builder Buyer's Agreement dated 07.05.2012 for a residential apartment No K0106 having its super area of 1255 sq. ft. in the project named as "Estella developed on a land area admeasuring 15.743 acres in Residential Sector 103, Gurgaon (Haryana) Village Dhanwapur & Tikampur, Gurgaon for a price of Rs. 44,35,125.
3. It is stated that as per the agreement the date of possession of the apartment was within a period of 36 months from the date of execution of the agreement i.e. 07.05.2015, however the possession of the apartment has not been handed over till date.



4. Subsequently, the petitioner issued a legal notice dated 14.01.2023 seeking compensation for delay in handing over the possession, however it is stated that till date no action has been taken.
5. The Builder Buyer Agreement contains Arbitration clause being clause no. 62 which reads as under:

“62. All or any disputes arising out or touching upon or in relation to the terms of the application and/ or Agreement including the interpretation and validity of the terms 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/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Delhi by a sole arbitrator jointly appointed by the Developer and the Buyer and arbitrator decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be borne by the Buyer.”

6. The petitioner invoked Arbitration vide legal notice dated 23.06.2023.
7. Ms. Phookan, learned counsel appears for the respondent and has no objection to the petition being allowed
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Rashmi Chopra (Advocate) (Mob. No. 9810311218) 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').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- 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/counter-claims and 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.

8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

NOVEMBER 5, 2024/sp

[Click here to check corrigendum, if any](#)