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

+ **ARB.P. 684/2024**

DIMPLE GUPTA

.....Petitioner

Through: Mr. Shaunak Kashyap, Ms. Nistha
Gupta, Advs.
Mr. Rhythem Nagpal, Adv.

versus

**MS WTC FARIDABAD INFRASTRUCTURE DEVELOPMENT
PVT LTD**

.....Respondent

Through: Mr. S. Kashyap, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

04.10.2024

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1. This is a petition filed under section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that the respondent through its concerned officials approached the husband of the petitioner with an investment program for developing a residential project in an around Sector 111 – 114, Faridabad, Haryana.
3. Thereafter, the petitioner invested an amount of Rs 16 lakhs, followed by the parties executing an agreement dated 23.09.2021.
4. As per the agreement, the respondent gave a post-dated cheque to the petitioner in lieu of the entire collaboration money in order to secure the interest of the petitioner excluding the interest component. As per clause 11



of the Agreement the respondent was liable to pay an interest of 10% per annum as the respondent has failed to make the allotment within 24 months from the date of execution of the agreement.

5. It is stated that the petitioner has received certain amounts in lieu of the interest as agreed till 30.06.2023, however certain instalments are still unpaid by the respondent as per the terms of the agreement.

6. In addition, it is stated that the respondent has failed to comply with its obligations as per the terms of the agreement.

7. Mr. Kashyap, learned counsel appears on behalf of the respondent and disputes the contentions raised by the petitioner, however he does not have any objection if the present petition is allowed.

8. The arbitration clauses is contained in the agreement dated 23.09.2021, being clause Nos. 16 and 17, which read as under:

“16. That in the event of any dispute between the parties, same shall be got adjudicated through the process of Arbitration. Arbitrator shall be appointed with mutual consent of parties or through Court. Seat and Venue of Arbitrator shall be at New Delhi. Arbitration shall be conducted in English Language.

17. That subject to arbitration, all disputes and differences between the parties shall be subject to the exclusive jurisdiction of Courts at New Delhi.”

9. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 26.03.2024.

10. Since disputes are still subsisting between the parties, the present petition is allowed and following directions are issued:

- i) Mr. Aman Bhalla, (Advocate) (Mob. No. 8826971251) 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.

JASMEET SINGH, J

OCTOBER 4, 2024/DM

Click here to check corrigendum, if any