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

+ **ARB.P. 711/2024**

VINCENT ZACHARIAH

.....Petitioner

Through: Mr. NK Kantawala, Mr. Satyender
Chahar, Mr. A. Nair, Ms. Kranti
Singh, Ms. Deepti Dash, Advs.

versus

IMPERIA STRUCTURES LIMITED

.....Respondent

Through: Mr. Tushar Sharma, Mr. Kismat
Chauhan, Mr. Ahmed Jamal Siddiqui,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

08.10.2024

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1. This is a petition seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner and the respondent entered into an MoU dated 08.12.2015 for Unit No. 1103 measuring 400 sq. feet on 11th floor at Cyber Business Centre for a total consideration of 21 lakhs.
3. The respondent was the developer of the project and had assured pre-lease rental.
4. The MoU contained the arbitration clause which reads as under:

“ARBITRATION

a. That any dispute in the interpretation of any clause of this Memorandum of Understanding shall be referred to the sole arbitration of an Arbitrator to be nominated by the developer whose decision shall be final and binding on both the parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996, at New Delhi.



b. Two copies of the Memorandum of Understanding have been prepared, one to be retained by the Developer and other to be retained by the Investor.

c. This Memorandum of Understanding is executed at New Delhi and Courts in New Delhi alone will have the exclusive jurisdiction over this Memorandum of Understanding to the exclusion of all other courts and Memorandum of Understanding shall be set to and construed in accordance with the laws of India.”

5. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 15.01.2024.

6. Mr. Sharma, learned counsel for the respondent has no objection to the appointment of an Arbitrator as long as his rights and contentions are left open.

7. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Abhinav Bajaj, Advocate (Mob. No. 9910161609) 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 8, 2024/DM

Click here to check corrigendum, if any