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

+ **ARB.P. 764/2024**

HARLEEN KAUR BAKSHIPetitioner

Through: Appearance not given

versus

PRIYA TALWARRespondent

Through: Mr. Alankrit Bhatnagar, Adv.

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 late husband of the respondent was the owner of the Plot bearing No. 886, Block C, Sushant Lok, Phase-I, Gurugram, New Delhi-122001, admeasuring 180 sq. meters.
3. The late husband of the respondent and the petitioner entered into an agreement to reconstruct/redevelop the old property.
4. Mr. Rajiv Talwar expired on 08.05.2021, leaving behind 3 legal heirs i.e. respondent, Mr. Rajiv Talwar's mother and one son. The mother of Mr. Rajiv Talwar and the son of the respondent executed a relinquishment deed in favour of the respondent.
5. Since there were disputes with regard to the respective obligations under the agreement dated 11.02.2020, the petitioner invoked arbitration *vide* legal notice dated 12.09.2023.



6. The arbitration clause is Clause 37 and reads as under:

“That any dispute or difference arising out of or in relation to or in connection with this agreement including without limiting the disputes relating to a breach or non-compliance with the terms of this Agreement shall be settled by arbitration by a Sole Arbitrator appointed by the parties. The sole arbitrator shall be mutually appointed by the parties within 30 days of the disputes occurring, failing which the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996, as read with and modified by Arbitration and Conciliation Act, 2025(“Arbitration Act”). The seat and venue of arbitration shall be at New Delhi and the arbitration proceedings shall be conducted in accordance with the Arbitration Act and rules made thereunder for the time being in force.”

7. The issue whether legal heirs of the party to the arbitration agreement are bound by the arbitration agreement is a settled proposition to the effect that the legal heirs are bound by the arbitration agreement in view of Section 40 of the Arbitration and Conciliation Act, 1996.

8. Mr. Bhatnagar, learned counsel for the respondent that he has no objection to the appointment of an Arbitrator but the parties may be sent to mediation to explore the possibility of a settlement.

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

- i) Mr. S.M. Aggarwal (Retd. ADJ) (Mob. No. 9891983608) 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.
10. The Arbitrator shall enter reference after 12 weeks from today to enable the party to explore the possibility of a settlement.
11. The parties shall appear before the Delhi High Court Mediation and Conciliation Centre on 25.10.2024 at 3:30 p.m.

JASMEET SINGH, J

OCTOBER 8, 2024/DM

Click here to check corrigendum, if any