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

+ **ARB.P. 935/2024**

TEZBIR CHOUDHARIE & ANR.

.....Petitioners

Through: Mr Rishi Sood and Mr Prafull Singh
Chandel, Advs.

versus

M/S JYOTI DEVELOPERS & ANR.

.....Respondents

Through: Mr Gaurav Gupta, Adv. for R-1.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

23.09.2024

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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 a Collaboration Agreement was executed between Smt. Sunita Choudharie and the respondents qua construction of property at Khasra No. 261 in Lane No. 5, situated at Westend Marg Saidulajab, New Delhi.
3. However, Smt. Sunita Choudharie expired on 26.04.2021 leaving behind the petitioners as the only surviving legal heirs.
4. Thereafter, it is stated that the respondents have failed to develop the said period within a considerable period of time and till date the property is not developed. The collaboration Agreement has been terminated by the petitioners. Since there were disputes between the parties the petitioner invoked arbitration *vide* notice dated 02.05.2024 in terms of Clause 7 of the



Collaboration Agreement.

5. The Collaboration Agreement has an arbitration clause being Clause No. 7 which reads as under:

“7. That all the matters which have been not detailed in the agreement shall always be discussed and resolved between the parties with good will and sincerity on both the sides. However, if there is any difference of opinion regarding the interpretation of any terms of this agreement, then the dispute shall be referred to the sole arbitration of a person appointment by mutual Consent of the parties and the decision of the arbitration shall be honoured and will be binding on both the parties to this agreement. However, if the dispute not be resolved by arbitration or the parties do not wish to resort to arbitration, then the dispute shall be referred to the jurisdiction of the Delhi Courts only.”

6. The respondents replied to the notice invoking arbitration on 07.06.2024 agreeing to refer the disputes to arbitration and in this regard, suggested three names to be appointed as a Sole Arbitrator.

7. Mr Gupta, learned counsel appears for the respondents.

8. For the reasons noted above, I am of the view that there is a valid arbitration Agreement and this court at the referral stage in view of the judgement laid down by The Hon’ble Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning***, 2024 SCC OnLine SC 1754 is only to *prima facie* see the existence of the arbitration Agreement and nothing else.

9. For the said reasons, the petition is allowed and the following



directions are issued:-

- i) Ms. Vanita Bhargava, Advocate (Mob. No. 9818202428) 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, is left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 23, 2024

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