



2024:DHC:8769



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

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Date of Decision : 11.11.2024+ **ARB.P. 1264/2024****BVM ENGINEERING INDUSTRIES LIMITED**PetitionerThrough: Mr. Ravinder Singh, Ms. Raveesha
Gupta, Mr. Ritvik Bhardwaj, Advs.

versus

IMPERIA HEIGHTS PRIVATE LTD & ANR.RespondentsThrough: Mr. Tushar Sharma, Ms. Kismat
Chauhan, Mr. Ahmed Jamal Siddiqui,
Advs.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereafter 'A&C Act') seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in the context of a Collaboration Agreement dated 10.07.2013, Supplementary Agreement dated 10.07.2013 and Supplementary Agreement dated 13.11.2014, Addendum dated 24.01.2017 and Supplementary Agreement dated 26.05.2022 executed between the parties.
3. Admittedly, the aforesaid agreements have been executed for the purpose of re-development of the property bearing no. A-20, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044. Admittedly, also, all the agreements are in pursuance of each other and define the respective rights and obligations of the parties.



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4. The latest supplementary agreement dated 26.05.2022 refers to the background in the context of which the supplementary agreements have come to be executed. The Collaboration Agreement dated 10.07.2013 and the Supplementary Agreement dated 26.05.2022 contains an arbitration clause which is as under:-

“20. In the event of any dispute or difference arising out of or in connection with this Supplementary Agreement, Collaboration Agreement dated 10.07.2013, Supplementary Agreement dated 13.11.2014 or Addendum dated 24.01.2017, the same shall be referred to binding arbitration to be conducted by a Sole Arbitrator to be appointed by the mutual consent of both parties. The arbitration shall be subject to the Arbitration & Conciliation Act, 1996 as amended from time to time. The seat and venue of the Arbitration shall be New Delhi and the language of the proceedings shall be English. The decision of the Sole Arbitrator shall be final and binding on the Parties.”

5. During the course of hearing, learned counsel for the respondent does not dispute that an independent sole arbitrator is liable to be appointed to adjudicate the disputes between the parties. He, however, submits that the respondent is desirous of pursuing the possibility of an amicable resolution of the matter. Considering that the existence of the arbitration agreement is not disputed, in terms of the law laid down in **SBI General Insurance Co. Ltd. v. Krish Spinning** 2024 SCC OnLine SC 1754, there is no impediment to constituting an arbitral tribunal comprising of a Sole Arbitrator to adjudicate the disputes between the parties.

6. Accordingly, Mr. Aamir Jamal, Advocate (Mob. No. +91 9810550203) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

7. With the consent of the parties, it is further directed that prior to adjudication of disputes on merits, the arbitrator shall make an attempt to



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encourage settlement of the dispute and for this purpose, may take recourse to mediation, conciliation or other procedures as may be deemed appropriate and as contemplated under Section 30(1) of the A&C Act.

8. The respondent shall also be at liberty to take appropriate objections, if any, as regards jurisdiction/arbitrability which shall be decided by the learned Sole Arbitrator on merits in accordance with law.

7. It is agreed by the parties that the arbitration shall be conducted under the aegis and rules of Delhi International Arbitration Centre (DIAC), and the payment of arbitrator's fees and arbitration cost, shall be governed by the said rules. It is directed accordingly.

8. The present petition stands disposed of.

SACHIN DATTA, J

NOVEMBER 11, 2024/uk