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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1346/2023**

MRS. MEENA RASTOGI

..... Petitioner

Through: Mr. Tarun Singla, Advocate (M-9810202014)

versus

SPLENDOR BUILDWELL PRIVATE LIMITED, Respondent

Through: Mr. Ravi Agrawal, Advocate (M-9717138186)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **04.03.2024**

1. This hearing has been done through hybrid mode.
2. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator pursuant to a dispute arising out of a Memorandum of Understanding ('MoU') dated 4th December, 2013.
3. As per the said MoU, the Respondent had agreed to sell certain units i.e., bearing nos. 705, 706, 707, 718, 719, 720 in the project named "Spectrum One", situated at Sector-58, Village Behrampur, Tehsil Sohna, District Gurugram. As per the MoU, the Petitioner had paid a sum of Rs.1,36,72,357/- towards part payment *qua* the aforesaid units.
4. Thereafter, an addendum was executed on 15th June, 2017 and an agreement to sell and purchase was again executed on 22nd March, 2021 whereby the said six of the units were purchased back in the "Spectrum One" from the Petitioner for a consideration of Rs.3,03,15,240/-.
5. The case of the Petitioner is that after adjusting the payments which



were made, the payment of Rs.2,69,86,070/- was due and only a payment of Rs.1,65,04,182/- was made. The remaining amount of Rs.1,04,81,888/- remained outstanding and hence there is a dispute between the parties. The Petitioner seeks recovery of the said amount along with interest.

6. Notice was issued in this petition on 18th December, 2023.

7. Today, Id. Counsel for the Respondent has appeared and submits that the matter may be referred to arbitration. The arbitration clause in the agreement to sell reads as under:

“11. That any dispute in the interpretation of any clause of this Agreement or any other dispute arising out of or relating to the scope of this Agreement or in any manner touching upon this Agreement shall be referred to a sole arbitrator to be appointed with mutual consent of both the parties. The decision of the Arbitrator 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. The venue of arbitration shall be New Delhi.”

8. As per the above clause, the disputes are liable to be referred to a Sole Arbitrator. Accordingly, **Ms. Gunjan Sinha Jain (M: 9811387311)** is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. The arbitration proceedings shall be conducted under the aegis and Rules of Delhi International Arbitration Centre (‘DIAC’).

9. The fee of the Id. Arbitrator shall be as per the fourth schedule as modified by the DIAC Rules.

10. List before the DIAC on 19th March, 2024 at 4:00 p.m.

11. Let a copy of the present order be e-mailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.



12. Accordingly, the present petition is disposed of. All pending applications, if any, are also disposed of.

PRATHIBA M. SINGH, J

MARCH 4, 2024

Rahul/bh