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

+ **ARB.P. 1370/2024**

M/S MSB DEVELOPERS AND INFRASTRUCTURE (P) LTD

.....Petitioner

Through: Mr. Sanjay Mishra, Mr. Kartikey
Mittal, Ms. Stuti Mishra & Mr.
Saksham Arora, Advocates

versus

**EMAAR INDIA LIMITED (PREVIOUSLY KNOWN AS -EMAAR
MGF LAND LIMITED) & ANR.**

.....Respondents

Through: Mr. Mritunjaya Tiwari, Advocate for
R-1.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

23.10.2024

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Builder Buyer's Agreement dated 02.02.2011 entered into between the parties. Clause 37 of the said Agreement, which is an arbitration clause, reads as under:

“37. ARBITRATION

All or any dispute arising out of or touching upon or in relation to the terms of this Buyer's / provisional allotment letter or its termination, including the interpretation and validity thereof and the respective rights and obligations of, the Parties shall be settled



amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Developer, shall hold the arbitration proceedings at the registered office of the Developer in New Delhi. The Allottee(s) hereby confirms that he shall have no objection to such appointment even if the person so appointed as the Arbitrator, is an employee or advocate of the Developer or is otherwise connected with the Developer and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same.”

2. Material on record indicates that a notice invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondents on 19.07.2024.
3. Learned Counsel appearing for the Parties submit that the matter be referred to Delhi International Arbitration Centre (DIAC).
4. With consent of the both the parties, this Court is inclined to refer the matter to Delhi International Arbitration Centre (DIAC).
5. Accordingly, the Delhi International Arbitration Centre (DIAC) is requested to appoint an Arbitrator to adjudicate upon the disputes between the Parties.
6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the



Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.
8. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
9. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.
10. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

OCTOBER 23, 2024

S. Zakir