



2024:DHC:8770



\$~20, 21, 22 & 23

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

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Date of Decision : 11.11.2024

+ **ARB.P. 1400/2024**

(20) SONAM AGARWAL

.....Petitioner

Through: Mr. Harshit Agarwal, Ms. Mukti Ghai, Ms. Ravina, Adv.

versus

DCM LTD & ANR.

.....Respondents

Through: Mr. Rajat Aneja, Mr. Anant Chaitanya Dutta, Adv.

+ **ARB.P. 1401/2024**

(21) USHA AGARWAL

.....Petitioner

Through: Mr. Harshit Agarwal, Ms. Mukti Ghai, Ms. Ravina, Adv.

versus

DCM LTD & ANR.

.....Respondents

Through: Mr. Rajat Aneja, Mr. Anant Chaitanya Dutta, Adv.

+ **ARB.P. 1404/2024**

(22) REFRAMAT ENTERPRISES PVT LTD

.....Petitioner

Through: Mr. Harshit Agarwal, Ms. Mukti Ghai, Ms. Ravina, Adv.

versus

DCM LTD & ANR.

.....Respondents

Through: Mr. Rajat Aneja, Mr. Anant Chaitanya Dutta, Adv.

+ **ARB.P. 1405/2024**

(23) DEEPAK AGARWAL HUF

.....Petitioner

Through: Mr. Harshit Agarwal, Ms. Mukti Ghai, Ms. Ravina, Adv.

versus

DCM LTD & ANR.

.....Respondents

Through: Mr. Rajat Aneja, Mr. Anant Chaitanya Dutta, Adv.

Signature Not Verified

Digitally Signed By: ROHIT KUMAR PATEL
Signing Date: 21.11.2024
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ARB.P. 1400/2024 & Connected Matters

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CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (Oral)

1. The present petitions under Section 11(5) of the Arbitration and Conciliation Act, 1996 (hereafter '*the A&C Act*') seek appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The disputes between the parties, in these connected matters, have arisen in the context of sale deeds dated 31.03.2022 executed for the purpose of purchasing units bearing nos. P3-0031(Arb.P.1400/2024), P3-0030 (Arb.P.1401/2024), P3-0032 (Arb.P.1405/2024), P3-0033 & 0033A (Arb.P.1404/2024) in Block-A i.e. Plaza-3 at Central Square Complex, 20 Manohar Lal Khurana Marg, Bara Hindu Rao, Delhi 110006.
3. The said sale deeds contain an identical arbitration clause, which is in the following terms:-

"That the terms and conditions of this Deed shall be construed and enforced in accordance with the laws of India. All or any disputes arising out of or touching upon or in relation to the terms of this Deed including the interpretation and validity of the terms 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 thereof for the time being in force. The venue of the arbitration shall be Delhi and Courts in Delhi shall have exclusive jurisdiction."

4. Mr. Rajat Aneja, learned counsel for the respondent, while not disputing the existence of an arbitration agreement in the sale deeds dated 31.03.2022 executed between the parties, submits that certain claims sought to be raised by the petitioner are not maintainable/arbitrable on account of



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non-impleadment of the maintenance agency, with which, a separate agreement has been entered into.

5. The aforesaid contention is refuted by learned counsel for the petitioners. He submits that the petitioners have rightfully invoked arbitration against the parties to the respective sale deeds dated 31.03.2022, under which alone, the disputes between the parties have arisen.

6. Considering that in these proceedings, the scope of enquiry is restricted to ascertaining the existence of an arbitration agreement, in terms of the law laid down in *Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re*, 2023 SCC OnLine SC 1666 and *SBI General Insurance Co. Ltd. v. Krish Spinning* 2024 SCC OnLine SC 1754, the aforesaid objection raised by learned counsel for the respondent does not constitute an impediment to constituting an arbitral tribunal.

7. Accordingly, Ms. Ruchi Gour Narula, Advocate (Mob. No.:+91 9810084123) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

8. While a common arbitrator is being appointed in these connected matters, in view of the separate arbitration agreements, as incorporated in the sale deeds dated 31.03.2022, it is directed that the reference in each matter shall be independent of each other, even though the arbitrator may hold common sittings for the sake of convenience.

9. Needless to say, all relevant objections as to jurisdiction, including as to whether the claims are barred/misconceived on account of mis-joinder/non-joinder of any relevant party shall be considered by the learned Sole Arbitrator, in accordance with law.



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10. It is made clear that the observations in this order shall not be construed as an expression of opinion of this Court on the merits of the matter. All rights and contentions of the parties are left open to be considered by the learned Sole Arbitrator.

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

12. The present petitions stand disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 11, 2024/uk, dn