



2024:DHC:8418



\$~14

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

%

Date of Decision: 29.10.2024

+

ARB.P. 1587/2024**MOHD. SAQUIB**

.....Petitioner

Through: Mr. Mihir Garg and Ms. Rashi Jain,
Advvs. (through v/c)

versus

MADHYAM LAND TRADE LLP & ORS.

.....Respondents

Through: Mr. Sanjay Kumar Baranwal, Adv.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL.)**

1. The present petition filed under Section 11(5) & 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter the *A&C Act*) seeks appointment of a Sole Arbitrator in terms of the agreement dated 17.06.2016 entered into between the parties. The said agreement, particularly Clause -3 and 4 thereof, contemplates that after two years of execution of the said agreement, the petitioner would either be entitled for allotment of plot in question or return of the money along with a premium of Rs.5 Lacs.
2. Disputes between the parties have arisen on account of the fact that there is a deficit in the refund given to the petitioner.
3. The agreement between the parties contains an Arbitration Clause which reads as under:

“9. That any or all disputes or differences between the Parties hereto relating to or arising out of this Agreement, the same shall be resolved by the parties by amicable negotiation and in case of its failure, the dispute shall be referred to the sole Arbitrator to be



2024:DHC:8418



appointed and nominated by “the firm” in accordance with provisions of Arbitration and Conciliation Act, 1996 and whose decision shall be final and binding on both the parties.”

4. Although, the agreement does not specify the seat of arbitration, learned counsel for the petitioner submits that the petitioner is located in Delhi; the requisite payments were made by the petitioner from his bank accounts in Delhi and even the partial refund made by the respondents was into the petitioner’s bank account in Delhi. He submits, therefore, that in terms of Section 2(e) of the A&C Act, this Court has the jurisdiction to entertain the present petition.

5. Learned counsel for the respondent, while not disputing the existence of arbitration agreement and while also acceding to the appointment of the Sole Arbitrator in terms thereof by this Court, submits that the respondents are desirous of pursuing the possibility of an amicable resolution of the matter.

6. In the circumstances, Mr. Atif Suhrawardy, Advocate (Mob. No. +91.9810057636) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

7. Since the respondents have evinced an intention to amicably/resolve the matter, with the consent of respective counsel, the learned Sole Arbitrator is directed to encourage settlement of the disputes and for this purpose, take recourse to mediation/conciliation or other procedures, as may be deemed appropriate, and as contemplated in Section 30(1) of the A&C Act.

8. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosure as



2024:DHC:8418



required under Section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this Court.

9. The learned Sole Arbitrator shall be entitled to fee in accordance with the IVth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

10. Parties shall share the arbitrator's fee and arbitral costs, equally.

11. 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.

12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the case.

13. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 29, 2024/cl