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

+ **ARB.P. 1598/2024**

BUSHRA ANSARI

.....Petitioner

Through: Ms. Rashi Jain and Mr. Mihir Garg,
Advocates.

versus

MADHYAM LAND TRADE LLP & ORS.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

17.12.2024

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1. The present Petition has been filed under Section 11(5) & 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator in terms of the agreement dated 15.06.2016 entered into between the parties.
2. The said agreement, particularly Clause 3 and 4 stipulates that after two years of execution of the said agreement, the petitioner would either be entitled to the allotment of the plot in question or return of the money along with a premium of Rs.5 Lacs.
3. It is stated that disputes have arisen between the parties on account of the fact that there is a deficit in the refund given to the petitioner.
4. 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 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."

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

6. In view of the fact that there are disputes between the parties, this Court is inclined to appoint Mr. Atif Suhrawardy, Advocate (Mob. No. +91.9810057636) as the Sole Arbitrator to adjudicate the disputes between the parties.

7. 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.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering on reference.

9. 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.

10. 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.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 17, 2024

Rahul