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

+ **ARB.P. 1618/2024**

BHUPENDER SINGH & ANR.

.....Petitioners

Through: Mr.S.C.Singhal, Advocate

versus

M/S. BCC DEVELOPERS AND PROMOTERS PVT. LTD & ORS.

.....Respondents

Through: Mr. Rahul R Malhotra , Mr. Rishabh Singh and Mr. Kaustubh Punj, Advocates for R-1

Mr.Sunil Dalal, Senior Advocate with Mr.Ankit Rana, Mr.Nikhil Beniwal, Mr.Navish Bhati, ms.Shipra Bali and Mr.Akash Gupta, Advocates for D-2 to 6.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **14.10.2024**

I.A. 42031/2024 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 1618/2024

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the Agreement to Sell dated 05.08.2023 entered into between the Parties.

2. The Agreement to Sell dated 05.08.2023 was for sale of an



agricultural land admeasuring 3.905 Hectare / 15.62 Bigha situated in Sahajahanpur, Neemrana, Rajasthan, and the total consideration of the said property was settled between the parties at Rs.8,21,00,000/-. Clause 16 of the Agreement to Sell dated 05.08.2023, which is an arbitration clause, reads as under:

16.Any dispute or difference arising between the parties shall be resolved amicably at the first instance. Unresolved disputes, controversies, contests, disputes, if any, arising out of or in relation to this Agreement to Sell shall be submitted for adjudication to arbitration by a sole arbitrator to be appointed by the VENDOR hereto. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 along with the rules there under and any amendments thereto. The arbitration shall be conducted in English. The decision/award of the arbitrator shall be final/conclusive and binding on the parties. The seat and venue of the arbitration shall be at New Delhi.

3. It is stated that the property in question has already been sold to Respondent Nos.2 to 6. Since Respondent Nos.2 to 6 are not signatories to the Agreement to Sell dated 05.08.2023, the learned Counsel for the Petitioners states that they may be dropped from the array of the parties. The statement is taken on record. Let the Respondent Nos.2 to 6 be dropped from the array of parties.

4. It is stated by the learned Counsel for the Petitioners that a sum of Rs.1.65 crores has been paid to the Respondents by the Petitioners.

5. Learned Counsel for the Respondents refutes the statement of the learned Counsel for the Petitioners and submits that out of Rs.1.65 crores, Rs.1 crore has been refunded back to the Petitioners.



6. In view of the fact that disputes have arisen between the Parties and the Agreement to Sell dated 05.08.2023 contains arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon 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 appointed by DIAC shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
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 14, 2024

S. Zakir