



2024:DHC:9635



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

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Date of Decision: 13.12.2024+ **O.M.P.(I) (COMM.) 421/2024**

ANKIT MAHANOT

.....Petitioner

Through: Mr. S.D. Singh, Ms. Kamla Prasad,
Ms. Meenu Singh and Mr. Siddharth
Singh, Advs.

versus

MS ROYALGOLF LINK CITY PROJECTS PVT LTD

.....Respondent

Through: Mr. Ashwin Kumar Nair, Adv.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)****IA No.48156/2024 (Exemption)**

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred as '*the A&C Act*') seeks certain interim orders in the context of an Allotment-cum-Villa Buyer Agreement entered into between the parties. The said agreement contains an arbitration clause as under:

"46. All or any dispute arising out of or touching upon any term(s) of this Agreement 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 falling which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory



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amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate venue in Delhi/New Delhi with its seat at New Delhi. The sole Arbitrator shall be appointed by the Developer, whose decision shall be final & binding on both parties. Subject to arbitration, the courts at Gautam Budh Nagar and the High Court of Judicature at Allahabad shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allotee.”

4. Disputes between the parties have arisen in the context of a demand raised by the respondent towards the final tranche of payment towards consideration for the concerned unit with regard to which, the agreement was entered into between the parties i.e. unit No.VD-66, The Hemisphere Phase – 1, Plot No. Rep-2, Sector 27, Greater Noida.
5. It is the case of learned counsel for the petitioner that the amount demanded has been worked out incorrectly and in fact, a much lesser amount is due and payable. It is averred in paragraph-3 of the petition that as per the petitioner’s calculation, the principal amount is payable is only Rs.35,47,181/- instead of Rs.56,68,517/- (besides interest), as demanded by the respondent.
6. After some hearing, with the consent of respective counsel for the parties, it is directed that the petitioner shall deposit with the respondent, a sum of Rs.35,47,181/- within a period of seven days from today. Subject thereto, the respondent shall be refrained from taking any precipitative steps in respect of the aforesaid unit.
7. Respective counsel for the parties further request that since the existence of arbitration clause is admitted, an independent sole Arbitrator be appointed by this Court in these proceedings itself to adjudicate the disputes between the parties. It is submitted that this joint request is being made in



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the interest of an expeditious adjudication of the disputes between the parties.

8. Accordingly, as jointly prayed, Mr. Anurag Ojha, Advocate (Mob. No. +91 8860069704) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

9. The parties are also in agreement that the present petition be dealt with and decided by the learned Sole Arbitrator under Section 17 of the A&C Act. It is directed accordingly.

10. It shall be open for the arbitrator to pass appropriate orders on the application under Section 17 of A&C Act, without in any manner being influenced by the present order.

11. It is made clear that all rights and contentions of the parties are left open for being considered by the learned Sole Arbitrator on merits.

12. The present petition stands disposed of in above terms.

13. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as required under Section 12 of the A&C Act.

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

15. At request of respective counsel, it is directed that the arbitration shall take place under the aegis of and as per the rules of the Delhi International Arbitration Centre (DIAC).

16. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.



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

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

SACHIN DATTA, J

DECEMBER 13, 2024/cl

Signature Not Verified

Digitally Signed By: ROHIT
KUMAR PATIL
Signing Date: 14.12.2024
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