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

+ **ARB.P. 59/2025**

NIRMAL KUMAR JAIN

.....Petitioner

Through: Mr. Rizwan and Ms Sachi Chopra,
Advocates.

versus

ABHISHEKH SINGH

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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19.09.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the respondent approached the petitioner offering professional services for liasoning and securing work from Engineering Projects India Ltd. and other PSUs. Accordingly, the petitioner made an advance payment of Rs. 50 lakhs and a Memorandum of Understanding ('**MOU**') dated 01.09.2021 was executed.
3. The said MOU contains an arbitration clause being Clause No. 4, which reads as under:

“In case of any dispute arising between the parties, then the same shall be resolved/settled either mutually or by the sole arbitrator who in case of disagreement shall be



appointed by the Court as per the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Delhi and the decision of arbitrator shall be final and binding upon the parties.”

4. The petitioner also made some other payment amounting to Rs. 2.5 lac. Subsequently, since the respondent did not perform any of his obligations, the petitioner invoked arbitration *vide* legal notice dated 02.09.2024.

5. Mr. Rizwan, learned counsel for the petitioner, submits that the reply has been filed by the respondent; however, the same is not on record. He has handed over a copy of the same. A perusal of the reply shows that the respondent has stated that there are no monetary transactions between the parties, and the petitioner did not make any payment to the respondent.

6. As per the affidavit of service, the respondent has been served at kunwar.abhishekh@gmail.com. Despite service, there is nobody appearing on behalf of the respondent.

7. On perusing the reply, I am of the view that disputes raised in the reply are on the merits of the matter and will lie in the exclusive domain of the Sole Arbitrator to decide.

8. A perusal of the MOU shows that there is a valid Arbitration Agreement, and there are disputes that need to be settled through the arbitral mechanism.

9. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Shyam Sharma, Advocate (Mob. No. 9810153965) is appointed as a Sole Arbitrator to adjudicate the disputes between



the parties.

- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
- vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

SEPTEMBER 19, 2025

SSC