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

+ ARB.P. 84/2025

MRS VIMLA DEVI

.....Petitioner

Through: Mr. Dhruv Gautam, Mr. Abhishek
Tongar, Advs.

versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

15

+ ARB.P. 85/2025

SALIL KESWANI

.....Petitioner

Through: Mr. Dhruv Gautam, Mr. Abhishek
Tongar, Advs.

versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

16

+ ARB.P. 86/2025

SANDEEP GIROTRA & ANR.

.....Petitioners

Through: Mr. Dhruv Gautam, Mr. Abhishek
Tongar, Advs.

versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

17

+ ARB.P. 87/2025

ANIL KAMBOJ & ANR.

.....Petitioners

Through: Mr. Dhruv Gautam, Mr. Abhishek
Tongar, Advs.

versus



18 SPIRE TECHPARK PRIVATE LIMITEDRespondent
Through:
+ ARB.P. 89/2025
AKANKSHA KESWANI & ORS.Petitioners
Through: Mr. Dhruv Gautam, Mr. Abhishek
Tongar, Advs.

versus

19 SPIRE TECHPARK PRIVATE LIMITEDRespondent
Through:
+ ARB.P. 95/2025
SMT. SHASHI CHOPRA & ANR.Petitioners
Through: Mr. Dhruv Gautam, Mr. Abhishek
Tongar, Advs.

versus

SPIRE TECHPARK PRIVATE LIMITEDRespondent
Through:
CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH
ORDER
% **18.03.2025**

1. These are the petitions filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator arising out of an un-dated Memo of Understanding (MoU) executed in the year 2015.
2. The MoU has an arbitration clause being Clause 9 which reads as under:

*“Article 9
Dispute Resolution*



9.1 Rights and obligations of parties arising from or concerning this MOU shall be construed and enforced in accordance with the laws of India.

9.2 In case of any dispute between the parties hereto (including their successors) concerning this MOU or matters arising there from, same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated/ appointed by developer. Arbitration shall be held at New Delhi.

9.3 Subject to arbitration clause, for all legal matters between the developer and allottee, Courts/Tribunals/Forums at New Delhi shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the parties have signed this MOU on the date and at place first mentioned above.”

3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 17.05.2024.
4. The disputes relate to non-payment of rent.
5. Since the disputes were not settled, the present petitions have been filed.
6. As per the Master data of the respondent available with Ministry of Corporate Affairs, the e-mail ID of the respondent is shown as “compliances.secretarial@gmail.com”.
7. The affidavit of service shows that the respondent has been served at the said address.
8. Despite the same, nobody is appearing for the respondent.
9. I am satisfied that there are disputes pending between the parties and as per the Clause 9 of the MoU, the same shall be referred to the arbitration.



10. In similar matters, the counsel for the respondent has already given no objection for appointment of an Arbitrator.

11. Accordingly, Ms. Shreya Vedantika Mehra, Advocate (Mob No. +919910027557) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

- i) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- ii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) 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.
- v) The parties shall approach the learned Arbitrator within two weeks from today.

12. The petitions are disposed of.

JASMEET SINGH, J

MARCH 18, 2025/DM

Click here to check corrigendum, if any