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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **ARB.P. 264/2025**  
**SPREE HOTELS AND REAL ESTATE PVT LTD** .....Petitioner

Through: Mr. Piyush Garg, Mr. Tarun Khanna,  
Mr. Rishabh Mishra, Mr. Chander  
Vijay Sharma, Ms. Annu Gupta & Mr.  
Rajat Yadav, Advs.

versus

**M/S QUICK REAL ESTATE PVT. LTD** .....Respondent  
Through: None.

**CORAM:**  
**HON'BLE MR. JUSTICE JASMEET SINGH**

% **ORDER**  
**05.05.2025**

12.This is a petition filed under section 11 of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties.

13.The facts are that the petitioner entered into Agreements dated 14.06.2017 and 22.08.2019 with the respondent to provide services to the respondent. The Agreements contain arbitration clause being Clause No. 30F, which reads as under:

**30. ....**

*f) **Arbitration:** Any dispute/claim/demand arising out and in connection with this Agreement shall be referred to arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996, as may*



*be amended from time to time, by a sole arbitrator to be mutually appointed jointly by the Parties and in case the Parties fail to mutually appoint such arbitrator, the same shall be appointed by a court of competent jurisdiction. The proceedings shall be held at New Delhi and conducted in English language. The decision of the arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby. The Parties shall continue to perform such of their obligations that do not concern the subject matter of arbitration hereof. This Clause shall survive the expiry or termination of this Agreement.”*

14. Since there were disputes between the parties, the petitioner invoked arbitration vide Legal Notice dated 09.02.2024.
15. Learned counsel for the petitioner has drawn my attention to the master data of the respondent maintained by the Ministry of Corporate Affairs wherein in the e-mail ID of the respondent is shown as Vipul.Sharma@ireo.in.
16. As per Service Report, the respondent has been served at the said e-mail ID.
17. Despite service, there is no body appearing on behalf of the respondent.
18. I am satisfied that there are disputes existing between the petitioner and the respondent which needs to be resolved through arbitration mechanism.
19. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Naveen Gupta, Advocate (Mobile No.9312248478) 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 parties shall approach the learned Arbitrator within two weeks from today.

20. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**MAY 5, 2025/pk**

[Click here to check corrigendum, if any](#)