



\$~33

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 328/2025

**M/S COLLIERS INTERNATIONAL INDIA PROPERTY
SERVICES PVT. LTD**

.....Petitioner

Through: Mr. Dhruv Rohatgi, Mr. Chandrika, `
Mr. Dhruv Kumar, Advs.

versus

M/S TARC LIMITED

.....Respondent

Through: Ms. Prarthana Singhanian, Ms. Shruti,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.03.2025

%

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Project Management Consultant Services Agreement dated 12.07.2018.
2. The said Agreement contained arbitration clause being Article 24.1 which reads as under:-

“24.1

Any dispute or difference arising under or in connection with this Agreement, or any breach thereof, which cannot be settled by friendly negotiation and agreement between the parties, shall be finally settled by the arbitration conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be at Delhi. Each



party shall appoint one arbitrator and the said two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator.”

3. As the respondent failed to make payment against the invoices raised by the petitioner providing services to the satisfaction of the respondent, the petitioner invoked arbitration *vide* legal notice dated 20.06.2024. Thereafter the present petition was filed.
4. Ms. Singhania, learned counsel appears for the respondent and has no objection if the present petition is allowed as long as claims/counter-claims and all contentions of the respondent are left open.
5. She further states that the matter between the same parties is pending before Mr. Justice Jayant Nath, hence the same arbitrator be appointed in order to avoid conflicting and overlapping views.
6. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Justice Jayant Nath (Retd. Judge Delhi High Court (Mob. No. 8527959494) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) 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’).
 - 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.
7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025 / (MS)

Click here to check corrigendum, if any