



\$~7

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 375/2025**
AJANTA BUILDERS PRIVATE LIMITED

.....Petitioner

Through: Mr. Abhishek Singh Chauhan, Adv
versus

SHANTANU MEHROTRA & ANR.

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.08.2025

%

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Maintenance Agreement dated 08.01.2018.
2. The brief facts of the case are that the respondent No. 1 had booked a unit bearing No. AG-16, A Block, Ground Floor admeasuring 419 square feet, later revised to 439 square feet in the project of the petitioner in accordance with the terms and conditions enumerated in Buyer Agreement, dated 09.03.2016. Pursuant to this, on 08.01.2018, a Maintenance Agreement was executed between the petitioner and respondent No.1 for maintenance of common area and facilities.
3. The Maintenance Agreement contained arbitration clause being clause No. 9.23, which reads as under:-

“9.23 Arbitration - In case of any dispute between the parties or any two or more of the parties in respect of or touching the present agreement the same shall be referred for



arbitration. The sole arbitrator shall be appointed by the Director of Clarion Properties Ltd. (Company). The venue of arbitration shall be at New Delhi and the language shall be English.”

4. On 13.02.2024, since there were defaults, the petitioner issued demand notice and subsequently, invoked arbitration *vide* legal notice dated 25.10.2024. Thereafter the present petition has been filed.
5. The respondents have been served, but despite service, there is no response filed by the respondents.
6. According to Mr. Chauhan, learned counsel for the petitioner, respondent No. 2 is a veritable party as in the statement of accounts, the respondent No.2 has made payment of maintenance charges for and on behalf of respondent No.1.
7. *Prima facie*, I am of the view that there exists an arbitration clause and disputes are subsisting between the parties. Since payments have been made by the respondent No. 2 and the dispute relates to recovery of arrears, the respondent No. 2 is a veritable party to the present dispute.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Surjeet Singh Malhotra, Advocate (Mob. No. 9999953334) 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.
9. The parties are also entitled to raise all objections including the right of respondent No. 2 to raise its contention for deletion from the arbitral dispute and the same shall be adjudicated by the learned Arbitrator.
10. The observations made in this order are only for the purpose of deciding this petition and shall have no bearing on the final adjudication by the Arbitrator.
11. The statement of account handed over in Court today is taken on record.
12. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 18, 2025 / (MS)