



\$~13

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 371/2025**

M/S INNOVATIVE FACILITY SOLUTIONS PVT LTD

.....Petitioner

Through: Mr. NPS Chawla, Mr. Sujoy Datta,
Ms. Nishtha Khurana, Mr. Jasjeet
Singh, Advs.

versus

**M/S AFFORDABLE INFRASTRUCTURE AND HOUSING
PROJECTS PVT LTD**

.....Respondent

Through: Mr Ayush Puri, Mr. Sultan Haider
Jafri, Ms. Malvika Aggarwal, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.05.2025

%

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for resolution of disputes in consonance with the Service Agreement dated 30.12.2016 and Addendum Agreement dated 18.03.2021.
2. The facts are that the agreements relate to Maintenance Services for AIHP Towers and AIHP Horizon under which the petitioner provides integrated facility management services to the respondent.
3. The arbitration clause is Clause 9 of the Addendum Agreement which reads as under:

“Any dispute, controversy or claim between the Parties hereto arising out of or in connection with the Agreement, including the breach, termination, or invalidity thereof shall be settled by arbitration under the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator to be appointed



mutually in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). Any arbitral award shall be final and binding on the Parties. The seat and the place of arbitration proceedings shall be New Delhi, India. The language of the arbitration shall be English. Only the courts of New Delhi shall have exclusive jurisdiction.”

4. The petitioner filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 being O.M.P.(I)(COMM.) 369/2024, wherein interim orders were passed in favour by the petitioner.
5. The petitioner invoked arbitration *vide* legal notice dated 28.10.2024 and thereafter filed the present petition.
6. Mr. Puri, learned counsel for the respondent states that a reply has been filed. However, the same is not on record.
7. Copy of the reply has been handed over which is taken on record.
8. Further, Mr. Puri disputes the execution of the Addendum Agreement.
9. He fairly states that this is an issue which the Arbitrator will decide as the same requires evidence.
10. Additionally, he states that in the order dated 29.10.2024, the petitioners have themselves stated that they were not seeking specific performance of the agreement/addendum and only seeking enforcement of a negative covenant.
11. However, the same has been expanded in the scope of the reference before the Arbitrator.
12. To my mind, this again is an issue which will be decided by the Arbitrator.
13. For the said reasons, the petition is allowed with the following terms



and conditions:

- i) Ms. Maninder Acharya, Sr. Adv. (Mob. No. 9810163078) 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 as well as the issues enumerated above including the breach of the order dated 29.10.2024 are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
14. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 9, 2025/DM

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