



\$~1 to 12

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

+ ARB.P. 424/2025 & I.A. 6062/2025

1 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

AURAM FASHIONS PVT. LTD.Respondent
Through:

+ ARB.P. 425/2025 & I.A. 6063/2025

2 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

RITU JAINRespondent
Through:

+ ARB.P. 426/2025 & I.A. 6064/2025

3 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

ANOOP JAIN (HUF)Respondent
Through:

+ ARB.P. 427/2025 & I.A. 6065/2025

4 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia



Kidwai, Advocates

versus

ANOOP JAIN

.....Respondent

Through:

+ ARB.P. 431/2025 & I.A. 6092/2025

5 M/S. AIMS PROMOTERS PVT. LTD

.....Petitioner

Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

ANOOP JAIN

.....Respondent

Through:

+ ARB.P. 432/2025 & I.A. 6093/2025

6 M/S. AIMS PROMOTERS PVT. LTD

.....Petitioner

Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

RITU JAIN

.....Respondent

Through:

+ ARB.P. 445/2025 & I.A. 6276/2025

7 M/S. AIMS PROMOTERS PVT. LTD

.....Petitioner

Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

ANOOP JAIN (HUF)

.....Respondent

Through:



+ ARB.P. 446/2025 & I.A. 6277/2025

8 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

RITU JAINRespondent
Through:

+ ARB.P. 447/2025 & I.A. 6278/2025

9 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

ANOOP JAINRespondent
Through:

+ ARB.P. 462/2025 & I.A. 6463/2025

10 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

ANOOP JAIN HUFRespondent
Through:

+ ARB.P. 480/2025 & I.A. 6790/2025

11 M/S. AIMS PROMOTERS PVT. LTDPetitioner
Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus



SEJAL GAMBHIR

.....Respondent

Through:

+ ARB.P. 481/2025 & I.A. 6791/2025

12 M/S. AIMS PROMOTERS PVT. LTD

.....Petitioner

Through: Ms. Nazia Parveen and Ms. Shazia
Kidwai, Advocates

versus

SATVIK SECURITIES PVT LTD.

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

16.12.2025

%

1. These connected petitions under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter the 'Act') have been filed by the common petitioner - M/s. Aims Promoters Pvt. Ltd. against different respondents seeking appointment of a Sole Arbitrator for adjudication of the disputes arisen between the parties.
2. The present dispute arises out of Flat Allottee(s)'s Agreements entered into between the parties with respect to a project namely "AIMS Golf Avenue, Noida", developed by the petitioner. The respondents purchased flats from the petitioner in the aforesaid project.
3. It is the case of the petitioner that the respondents have breached the terms of the Flat Allottee(s)'s Agreements. The petitioner sent several communications to the respondents towards outstanding dues. However, the respondents failed to pay the outstanding dues.



4. The Flat Allottee(s)'s Agreements contain an arbitration clause, i.e. Clause 76, which provides for adjudication of any dispute arising between the parties by way of arbitration.

5. It is stated that the petitioner sent a notice dated 16th November, 2025 to the respondents under Section 21 of the Act, invoking the aforesaid clause. However, the respondents have failed to agree for appointment of the Arbitrator.

6. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

7. In the reply, the respondents have taken a preliminary objection with regard to the maintainability of these proceedings on the plea that there is an order dated 12th July, 2023 issued by Real Estate Regulatory Authority, Uttar Pradesh, (hereinafter 'U.P. RERA') which is binding on the parties.

8. It is the stand of the respondents that the claims sought to be agitated in this petition, were raised by the petitioner in the U.P. RERA proceedings and after considering the said claims a final order has been passed by U.P. RERA. He states that in view of the said final order, the present petition is barred.

9. It is the contention of the petitioner that the claims which are the subject matter of the present petition are different in scope in the U.P. RERA proceedings.

10. I have heard the counsel for the parties.

11. I have gone through the order passed in the U.P. RERA proceedings. The relevant extracts from the final directions passed by the U.P. RERA on 12th July, 2023 is set out below:

"1. The respondent is hereby directed to re-issue the possession letter to



the complainant, ensure that the flat is completed in accordance with the terms of the agreement, and hand over possession along with the Occupancy Certificate (O.C.) / Completion Certificate (C.C.) by 30.09.2023. The respondent shall also collect the requisite stamp duty and ensure the registration is carried out as per law.

2. The respondent shall pay the complainant interest on the self-deposited amount at the rate of MCLR + 1 % from 01.07.2016 to 30.04.2017, in accordance with Clause 31 of the Agreement, and from 01.05.2017 till the date of issuance of O.C. / C.C. or the date possession is offered-whichever is later. This interest amount shall be adjusted against the final payable amount. In the event the interest amount exceeds the outstanding dues, the excess shall be refunded to the complainant. In the case of other complainants, the interest shall be calculated as per their respective agreements. Considering the Force Majeure period, no interest shall be payable on any overdue amount between 25.03.2020 and 25.09.2020.”

12. A reading of the aforesaid extracts from the final order passed by U.P. RERA shows that the petitioner herein has been directed to issue the possession letters to the complainants and handover the possession of the flats along with Occupancy Certificate/ Completion Certificate. Further, U.P. RERA also directed the petitioner herein to pay interest to the complainants. However, the U.P. RERA order does not deal with the claims raised by the petitioner on the respondents. These claims are the subject matter of the present petitions.

13. The respondents have not disputed the existence of the arbitration clause in the Flat Allottee(s)'s Agreement, which is set out below:

76. That the all or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably or mutual discussion failing which the same shall be settled through arbitration of a mutually agreed arbitrator and shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi shall have the exclusive jurisdiction in all the matters arising out of / or touching upon and / or touching upon and / or in connection with this Agreement.



14. Counsel for the petitioner has drawn attention of the Court to Section 88 of the RERA Act, 2016 in terms of which, the provisions of the RERA Act would be in addition and not in derogation of provisions of any other Act.

15. In my view, the issue raised by the petitioner in these petitions can only be decided in terms of the remedy of the arbitration as provided in the Flat Allottee(s)'s Agreements. I am satisfied that there exists a valid arbitration agreement.

16. Accordingly, the disputes which are subject matter of the present petitions are referred to an Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- a. Justice (Retd.) Shalinder Kaur, Former Judge of this Court (Mobile No.: +91-9910384702) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- e. The parties shall approach the Arbitrator within two (2) weeks from today.



17. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

18. Needless to state that order passed above would not in any manner effect the execution proceedings initiated by the respondents before the U.P. RERA.

19. The petition stands disposed of in the aforesaid terms.

20. All pending applications stand disposed of.

AMIT BANSAL, J

DECEMBER 16, 2025

ds