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

+ **ARB.P. 434/2025, I.A. 22034/2025**

VEENA RANI

.....Petitioner

Through: Mr. Rajesh Rai, Mr. Rohan Rai, Ms.
Amisha Ray, Advs.

versus

NARESH KUMAR HARJAI

.....Respondent

Through: Mr. Yash Agarwal, Mr. Nikhil Batra,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

15.10.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
2. The brief facts are that the respondent acquired the Plot No. D-76, area measuring 170 sq. meters situated in Keshopur Industrial Area, New Delhi through E-auction conducted by the Delhi Development Authority ("**DDA**")
3. The petitioner agreed to invest 50% of the total amount in the plot and the respondent in return agreed to transfer and convey half of the plot to the petitioner. Pursuant to this, the petitioner took a loan of Rs. 65 lakhs from ICICI bank, Rajouri Garden, New Delhi and paid Rs. 47 lakhs from her bank account. The respondent deposited 25 % of the total amount i.e. Rs. 56,63,295/- with the DDA. Thereafter, the parties had entered into a



Memorandum of Understanding (“**MOU**”) dated 04.09.2019 for formalising the said investment.

4. The said MOU contained an arbitration clause being Clause No. 9 which reads as under:

“9. All the disputes arising out of or in connection with this MOU shall be settled by the sole arbitrator appointed by the First Party. The seat or arbitrator shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.”

5. The petitioner invoked arbitration *vide* legal notice 06.02.2025 and thereafter filed the present petition.

6. Mr. Agarwal, learned counsel of the respondent states that the respondent has already returned Rs. 80 lakhs i.e. the entire amount of owed to the petitioner along with interest and despite the same, the petitioner is continuing to harass the respondent. Hence, there is no arbitral dispute between the parties.

7. I am of the view that in a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, the Court is required to see that existence of a valid arbitration agreement, which is admitted. The dispute in relation to the payment of amount under the MOU dated 04.09.2019 is a question which is within the exclusive jurisdiction of the Arbitrator.

8. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Swastik Singh, (Advocate) (Mob. No. 9717419767) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The remuneration of the learned Arbitrator shall be in terms of the



Fourth Schedule of the Arbitration & Conciliation Act, 1996.

- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) 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.

9. The Sole Arbitrator shall not enter reference for a period of 12 weeks from 07.11.2025 to enable the parties to explore the possibility of a settlement.

10. List before Delhi High Court Mediation and Conciliation Centre for mediation on 07.11.2025 at 04:30 PM.

11. The cost imposed vide last order is hereby waived of.

JASMEET SINGH, J

OCTOBER 15, 2025/DM