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

+ **ARB.P. 468/2025**

NEERAJ BHARGAVA

.....Petitioner

Through: Mr. Akshay Goel and Ms. Vishali
Nahar, Advocates.

versus

JASBIR KAUR & ORS.

.....Respondents

Through: Mr. S. Khan and Ms. Masra Nadeem,
Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

27.08.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of an Arbitrator to adjudicate the disputes between the parties.

2. As per the case of the Petitioner, an Agreement to Sell and Purchase dated 14.01.2019 was entered into between the Petitioner and Respondents, whereby parties agreed to sell two commercial shops situated at Mini Market, R.K. Puram. Parties subsequently entered into a Deed of Assignment dated 26.04.2019 with respect to Business and Tenancy Rights *inter alia* declaring the first agreement to be null and void. Petitioner paid substantial amount towards consideration till late 2019, however, Respondents did not fulfil their part of the obligations under the agreement. On 21.01.2021, Mr. Ajit Singh, who had entered into the agreement, passed away and Petitioner approached one of his legal heirs Mr. Tarunpreet Singh to fulfil the obligations. On 22.02.2021, Mr. Tarunpreet Singh also breathed his last after which Petitioner has been pursuing the matter with other legal heirs of late Sh. Ajit Singh, but to no avail. Notice invoking arbitration was



sent on 14.01.2025 in light of arbitration clause 9 incorporated in the Deed of Assignment but there was no response.

3. Learned counsel for the Respondents, on instructions, while refuting the case of the Petitioner on merits, does not dispute the existence of arbitration agreement between the parties, whereby it was decided that in the event of any dispute arising between the parties, which cannot be mutually resolved within a reasonable time, the same shall be referred to arbitration which will be held in Delhi. For ease of reference, Clause 9 is extracted hereunder:-

“9. In the event of any dispute arising between the parties hereto and which cannot be mutually resolved within a reasonable time; the same shall be referred to the Arbitration under the provisions of The Arbitration and Conciliation Ordinance, 1996 or any other prevailing Arbitration law. The Arbitration shall be held in the city of New Delhi.”

4. Accordingly, with the consent of the parties, Mr. Milind Jain, Advocate (Mobile No.9999700647) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act, as agreed between the parties.

5. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

6. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

7. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 27, 2025

S.Sharma