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

+ **ARB.P. 590/2025**

JANNAT WADHWA

.....Petitioner

Through: Appearance not given

versus

ELITE INFRA CONSTRUCTIONS & ORS.

.....Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **28.10.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the respondent No. 1 is Elite Infra Constructions, a Partnership Firm of Sh. Rohit Sachdeva (respondent No. 2) having 50% share, Sh. Jannat Wadhwa (petitioner) having 25% share, Sh. Sanjeev Jolly (respondent No. 3) having 12.50% share and Sh. Sandeep Jolly (respondent No. 4) also having 12.50% share, primarily involved in the business of road and building construction.
3. The Partnership Firm first came into existence on 08.04.2022, between Sh. Rohit Sachdeva (respondent No. 2), Sh. Jannat Wadhwa (petitioner) and Sh. Yash Singhal (the erstwhile Partner). Later, Sh. Yash Singhal, decided to retire from the Partnership Firm and accordingly, an Admission cum Retirement Partnership Deed dated 02.03.2023 was executed with Sh. Rohit Sachdeva (respondent No. 2)



and Sh. Jannat Wadhwa (petitioner) having 50:50 share percentage.

4. Subsequently, the respondent No. 3 i.e., Sh. Sanjeev Jolly and respondent No. 4 i.e., Sh. Sandeep Jolly, were brought in as new Partners *vide* Partnership Deed dated 16.02.2024.
5. The said Partnership Deed contains an arbitration clause being Clause No. 20, which reads as under:-

“20. That in case of any dispute or difference of opinion with regard to this deed the matter shall be referred to the Arbitrator(s) appointed under the Indian Arbitration Act and decision of the Arbitrator(s) so appointed shall be final and binding on all the parties to this deed.”

6. Since disputes arose between the partners, the petitioner invoked arbitration *vide* legal notice dated 14.10.2024 and thereafter, filed the present petition.
7. The learned counsel for respondents had earlier appeared before the Court and *vide* order dated 08.07.2025 were granted time to file a reply.
8. However, no reply has been filed and there is nobody appearing on behalf of the respondents.
9. I am satisfied that there exists a valid arbitration clause and dispute between the parties which need to be adjudicated through the arbitral mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Sukumar Pattjoshi, Senior Advocate (Mob. No. 9810021791, 9868451914) 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.

11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 28, 2025 / (MS)