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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 642/2025 & I.A. 9873/2025

M/S SARVOTTAM INDUSTRIAL REAL ESTATE PVT LTD

.....Petitioner

Through: Ms. Rashi Agnihotry, Adv.

versus

M/S ANSAL HI TECH TOWNSHIPS LIMITEDRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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03.09.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties arising out of the Share Purchase Agreements dated 27.05.2023.
2. The brief facts of the case are that the petitioner is a Real Estate Development Company and entered into two Share Purchase Agreements with the respondent dated 27.05.2023 and appointed the respondent as a co-developer.
3. The Agreements contain an arbitration clause, being Clause 16.2 of SPA-1 and Clause 14.2 of SPA-2, which are identical and read as under:

“Any and all disputes or differences between the Parties hereto arising out of or in connection with this Agreement or its performance, including the breach, termination or invalidity thereof and any non-contractual obligations arising out of or in connecting with this Agreement,



(hereinafter referred to as “Dispute”), shall, as as asit is practicable, be settled amicably through good faith consultation between the Parties.”

4. It is stated that although the petitioner performed its obligations under the Agreements, the respondent unilaterally terminated the Power of Attorney in favour of the petitioner.
5. Since disputes arose between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 25.12.2024 and thereafter, filed the present petition.
6. As per the service report, the respondent has been served.
7. Despite service, there is nobody appearing on behalf of the respondent today.
8. I am satisfied that there is a valid arbitration clause and the disputes between the parties need to be resolved through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Justice Rajiv Shakdher (Retd. Chief Justice of High Court of Himachal Pradesh) (Mob. No. 9717495004) 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.
10. The petitioner is at liberty to file an application under Section 17 of the Arbitration and Conciliation Act, 1996, for appropriate orders, which shall be decided expeditiously.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 3, 2025/sp