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

+ ARB.P. 656/2025

BHIKAJI MAINTENANCE COMBINE .....Petitioner

Through: Mr. Rakesh Kharb, Mr. Mukesh  
Kumar, Ms. Meenakshi Sood, Ms. Muskan  
Katyayan, Advs.

versus

SHARP TRAVELS (INDIA) LTD .....Respondent

Through: None

11

+ ARB.P. 657/2025

BHIKAJI MAINTENANCE COMBINE .....Petitioner

Through: Mr. Rakesh Kharb, Mr. Mukesh  
Kumar, Ms. Meenakshi Sood, Ms. Muskan  
Katyayan, Advs.

versus

SHARP TRAVELS (INDIA) LTD .....Respondent

Through: None

12

+ ARB.P. 658/2025

BHIKAJI MAINTENANCE COMBINE .....Petitioner

Through: Mr. Rakesh Kharb, Mr. Mukesh  
Kumar, Ms. Meenakshi Sood, Ms. Muskan  
Katyayan, Advs.

versus

SHARP TRAVELS (INDIA) LTD .....Respondent

Through: None

13

+ ARB.P. 659/2025

BHIKAJI MAINTENANCE COMBINE .....Petitioner

Through: Mr. Rakesh Kharb, Mr. Mukesh  
Kumar, Ms. Meenakshi Sood, Ms. Muskan  
Katyayan, Advs.

versus

SATISH GUPTA .....Respondent

Through: None



**CORAM:**  
**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**04.08.2025**

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1. These are petitions filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Maintenance Agreements dated 15.07.1987, 24.02.1989, 03.01.1989 and 12.04.1989.
2. The arbitration clause is Clause 11 of the said Maintenance Agreements which reads as under :

*Clause 11. "Both parties to this Agreement namely, the Buyer and the B.M.C agreed and bind themselves that in the event of any dispute relating or connected with (howsoever remote) this Agreement or in respect of the non-payment of bills or interest due or interpretation of any clause of this Agreement the same shall be referred to the Promoter or its nominee for arbitration whose decision will be binding on both the parties and shall be carried out by them as the final adjudication of the said dispute."*
3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notices dated 23.12.2024.
4. The respondents are served, but despite service, nobody is appearing on behalf of the respondents.
5. I am satisfied that a valid arbitration clause exists and that there are subsisting disputes between the parties.
6. For the said reasons, the petitions are allowed and the following



directions are issued:-

- i. Delhi International Arbitration Centre (DIAC) Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint a single common Arbitrator for all the petitions listed above out of the Panel of the Advocates maintained by the DIAC.
  - ii. The arbitration will be held under the aegis and rules of 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.
7. The present petitions are disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**AUGUST 4, 2025 / (MS)**