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

+ ARB.P. 622/2025

ASHU ARORA

.....Petitioner

Through: Mr. Siddharth Khattar, Mr. Divij Andley and Mr. Gaurav Parewa, Advocates.

versus

SANJAY CHHABRA

.....Respondent

Through: Mr. Rishabh Duggal and Mr. Ram Kuber Singh, Advocates.

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+ ARB.P. 661/2025

AMIT MALHOTRA

.....Petitioner

Through: Mr. Siddharth Khattar, Mr. Divij Andley and Mr. Gaurav Parewa, Advocates.

versus

SANJAY CHHABRA

.....Respondent

Through: Mr. Rishabh Duggal and Mr. Ram Kuber Singh, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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11.07.2025

1. These petitions are filed on behalf of the Petitioners under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a sole Arbitrator to adjudicate the disputes arising in relation to Agreement to Sell dated 25.11.2024.



2. In ARB.P. 622/2025, it is averred by the Petitioner that Petitioner and Respondent entered into an Agreement to Sell on 25.11.2024 whereby Respondent agreed to sell to the Petitioner property bearing No. E-12, Second Floor, Greater Kailash Enclave-II, New Delhi, for a total sale consideration of Rs.2,79,90,000/-, out of which Rs.30,00,000/- was paid by the Petitioner as advance money and balance was payable on or before 100 days from the signing of the Agreement at the time of execution of Sale Deed and handing over possession. Respondent, however, informed a family friend of the Petitioner on 27.11.2024 that he will not be in a position to proceed with the sale, pursuant to which legal notice was sent by the Petitioner on 07.12.2024 informing the Respondent that Petitioner was ready and willing to perform her part of the Agreement to Sell and pay the balance consideration on or before the agreed date i.e. 05.03.2025. Respondent, however, did not agree and terminated the Agreement on 09.01.2025. Petitioner invoked the arbitration agreement on 03.03.2025 since disputes had arisen and also filed OMP (I) No. 4/2025 wherein the Court restrained the Respondent from creating third party rights in the subject property. Since there was no response from the Respondent and 30 days elapsed from service of invocation notice, Petitioner filed the present petition.

3. In ARB.P. 661/2025, it is averred by the Petitioner that Petitioner and Respondent entered into an Agreement to Sell on 25.11.2024 whereby Respondent agreed to sell to the Petitioner property bearing No. E-12, First Floor, Greater Kailash Enclave-II, New Delhi, for a total sale consideration of Rs.3,00,00,000/-, out of which Rs.30,00,000/- was paid by the Petitioner as advance money and balance was payable on or before 100 days from the signing of the Agreement at the time of execution of Sale Deed and handing



over possession. On 27.11.2024, Respondent informed the Petitioner that he will not be in a position to proceed with the sale, pursuant to which legal notice was sent by the Petitioner on 06.12.2024 informing the Respondent that Petitioner was ready and willing to perform his part of the Agreement to Sell and pay the balance consideration on or before the agreed date i.e. 05.03.2025. Respondent, however, did not agree and terminated the Agreement on 09.01.2025. Petitioner invoked the arbitration agreement on 03.03.2025 since disputes had arisen and also filed OMP (I) No. 3/2025 wherein the Court restrained the Respondent from creating third party rights in the subject property. Since there was no response from the Respondent and 30 days elapsed from service of invocation notice, Petitioner filed the present petition.

4. Learned counsel for the Respondent in both the petitions, on instructions, submits that Respondent has no objection to appointment of a sole Arbitrator by this Court.

5. Indisputably, the Agreements to Sell dated 25.11.2024 contained arbitration clause 14 whereby parties agreed to refer any difference or dispute in relation to the Agreements to arbitration. Respondent candidly does not dispute the existence of the arbitration agreements between the parties. Parties are *ad idem* that the same Arbitrator be appointed in respect of disputes pertaining to both the Agreements *albeit* the proceedings will be different.

6. Accordingly, with the consent of the parties, Sh. Vinay Gupta, retired District and Sessions Judge, (Mobile No. 9910384701) is appointed as the Arbitrator to conduct arbitral proceedings in relation to disputes arising out of the two Agreements referred above. As agreed between the parties,



arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC') and as per its Rules. Fee of the Arbitrator shall be as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

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

8. 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.

9. Petitions stand disposed of in the aforesaid terms.

JYOTI SINGH, J

JULY 11, 2025/YA