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

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+ ARB.P. 708/2025

MR. BEANT SINGH

.....Petitioner

Through: Mr. Dhruv Gautam & Mr. Abhishek
Tongar, Advocates.

versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

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+ ARB.P. 710/2025

MR. RAJESH SHARMA

.....Petitioner

Through: Mr. Dhruv Gautam & Mr. Abhishek
Tongar, Advocates.

versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

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+ ARB.P. 711/2025

MR. MD. SOHAIL AKHTAR

.....Petitioner

Through: Mr. Dhruv Gautam & Mr. Abhishek
Tongar, Advocates.

versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

4

+ ARB.P. 715/2025

VIKRAM SINGH

.....Petitioner

Through: Mr. Dhruv Gautam & Mr. Abhishek
Tongar, Advocates.



versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

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ARB.P. 717/2025

MR. SHAILENDRA KUMAR MISHRA

.....Petitioner

Through: Mr. Dhruv Gautam & Mr. Abhishek
Tongar, Advocates.

versus

SPIRE TECHPARK PRIVATE LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

08.09.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('the Act') seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of Memorandum of Understanding ('MoU') executed between the petitioner and the respondent.
2. All the connected petitions are identical and are being disposed of by a common order. For the sake of brevity, facts of ARB.P. 708/2025 are reproduced below.
3. The petitioner made an application to the respondent company for allotment of space/unit in its project and in furtherance of the said application, an agreement dated 21st September, 2012 was executed between the parties, whereby the petitioner acquired the leasehold rights to space/unit measuring 500 square feet in Information Technology Park named



‘SpireTec’ at Plot No. TZ-l3A, Sector Tech Zone, GNIDA, Gautam Budh Nagar, U.P. valid till 31st December, 2096.

4. Pursuant to the said agreement, the respondent offered notional possession of units to the petitioner on 31st July, 2015 in the project which was now renamed from “SpireTec” to “World Trade Center, Noida”.

5. Thereafter, a Deed of Accession was executed between the petitioner and IL & FS Trust Company Limited, whereby the right to rent out the units as well as the right to receive the rent on the petitioner's behalf was assumed by the Trust named “FL04TEC I TRUST”, and IL & FS Trust Company Limited was appointed the Trustee by virtue of the Trust Deed Dated 23rd May, 2015.

6. Subsequent to the said Deed of Accession, a Tripartite Sub-Lease Deed dated 23rd September, 2016, was executed between Greater Noida Industrial Development Authority (GNIDA) as the ‘Lessor’, M/s. Sundaram I.T. Parks Private Limited as ‘Lessee’ which was represented by the authorized signatory of the respondent company, and the petitioner as the ‘sub-lessee’, whereby the petitioner purchased unit no. Tl - L – 0412B on floor no. FL04 in tower Tec-1 at Plot No. TZ-l3A, Sector Tech Zone, GNIDA, Gautam Budh Nagar.

7. Subsequently, a MoU was executed between the petitioner and the respondent, whereby the respondent undertook to pay to the petitioner ‘Commitment Charges’ to the tune of ₹40/- per square foot with effect from 1st August, 2015 till 31st July, 2018 i.e., for a period of 36 months.

8. The disputes between the parties have arisen with regard to the entitlement of the petitioner to receive rent from the respondent. Disputes have also arisen on account of certain demands being raised by the



respondent on the petitioner.

9. Admittedly, the MoU between the parties contains a dispute resolution clause as under:

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Article 9
Dispute Resolution

9.1 Rights and obligations of parties arising from or concerning this MOU shall be construed and enforced in accordance with the laws of India.

9.2 In case of any dispute between the parties hereto (including their successors) concerning this MOU or matters arising there from, same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated/ appointed by Developer. Arbitration shall be held at New Delhi.

9.3 Subject to arbitration clause, for all legal matters between the developer and allottee, Courts/ Tribunals/ Forums at New Delhi shall have the exclusive jurisdiction.”

10. He states that since there were disputes between the parties, the petitioner invoked the arbitration agreement *vide* legal notice dated 16th May, 2025.

11. It is stated that despite petitioner's request, the respondent did not consent to constitute the Arbitral Tribunal, therefore, in these circumstances, the petitioner has been constrained to approach this Court under Section 11 of the Act.

12. Notice in the present petition was issued on 24th July, 2025.

13. As per the report of the Registry and on the affidavit of service filed on behalf of the petitioner, the respondent has been served by way of e-mail.

14. None appears on behalf of the respondent despite service.

15. Counsel has drawn attention of this Court to order passed on 18th October, 2024 in ARB.P. 1156/2024, in terms of which, Arbitrator has been



appointed in relation to similar disputes involving the same respondent.

16. Counsel submits that the Arbitrator appointed *vide* order dated 18th October, 2024 is already seized of 30 arbitrations invoked by various unit holders against the respondent company and therefore, the same Arbitrator may be appointed in the present case as well.

17. Accordingly, with the consent of the parties, Ms. Shreya Vedantika Mehra, Advocate (Mob. No. +91 9910027557) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

17.1. The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties requisite disclosures as required under Section 12 of the Act.

17.2. The Sole Arbitrator shall be entitled to fee in accordance with the Schedule IV of the Act or as may otherwise be agreed to between the parties and the Sole Arbitrator.

17.3. The parties shall share the arbitrator's fee and arbitral cost, equally.

18. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

19. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

20. The present petition is allowed in the above terms.

AMIT BANSAL, J

SEPTEMBER 8, 2025/at