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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 724/2025**
ARUN JAINPetitioner

Through: Mr. D.N. Tripathi, Adv.
versus

M/S ATS HOUSING PVT. LTD. & ORS.Respondents
Through: Mr. Tarun Rana, Mr Sanny Pandey,
Mr. Shivam Verma, Mr Mayur
Rexwal, Mr. Krish Kalra, Adv. for
R-1&2.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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13.08.2025

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, arising out of a Loan Agreement dated 14.09.2015 along with supplementary Agreements dated 14.09.2016, 14.11.2017, 14.09.2018 and 14.09.2019.
2. The petitioner advanced a loan of Rs. 1 crore to the respondent No. 1 and a Loan Agreement dated 14.09.2015 was executed between the parties.
3. The Loan Agreement contained arbitration clause, being Clause No. 17, which reads as under:

“17. That in the event of any question or dispute of any nature arising in connection with or incidental to or in respect of interpretation or scope of this Deed or any part



thereof then the same shall be tried to be settled amicably and if not possible, then the same shall be referred to the sole Arbitration or a Arbitrator mutually appointed by the parties and the provision of Arbitration and Conciliation Act 1996. The place of arbitration shall be Delhi.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 17.01.2025.
5. Mr. Tripathi, learned counsel for the petitioner, states that since the agreement is only with the respondent No. 1, for the time being, the respondent Nos. 2 and 3 be deleted from the array of parties, granting the petitioner the liberty to file an application before the learned arbitrator to implead them as parties, if and when a need arises.
6. For the said reasons, the petition is allowed and the dispute between the petitioner and the respondent No. 1 is referred to arbitration, with the following directions:-
 - i) Mr. Harshit Aggarwal (Advocate) (Mob. No. 9811026362) 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 parties shall approach the learned Arbitrator within two weeks from today.
7. The petitioner is at liberty to move an application seeking impleadment of additional parties before the learned Arbitrator which shall be adjudicated in accordance with law, uninfluenced by this Order.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 13, 2025/sp