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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **ARB.P. 748/2025 & I.A. 12335/2025**  
**SH. GOPESH MEHTA & ORS.** .....Petitioners  
Through: Mr. Anil Panwar, Mr. Tanishq  
Panwar, Mr Pratyaksh Sakodia, Advs.  
versus  
**SH. NITIN KUMAR AGARWAL** .....Respondent  
Through: Mr. S. Singhal, Adv.

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

**ORDER**

% **12.08.2025**

**ARB.P. 748/2025**

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 an Agreement to Sell dated 28.11.2024.
2. The brief facts of the case are that the petitioners are the legal heirs of Late Smt. Nirmal Mehta (who was the owner of Open Land measuring 8 Kattas equivalent to 0.133 acres situated at Mouza Dabgram, West Bengal). The respondent entered into an agreement to sell regarding the said property on 28.11.2024 for a total sum of Rs. 16.30 crores out of which Rs. 1.5 crores have been paid.
3. The Agreement to Sell contains an Arbitration Clause, being Clause No. 18 which reads as under:

*“18. All disputes arising out of or in connection with this Agreement or with regard to performance of any obligations by either party shall be referred to arbitration by a sole arbitrator under the provisions of the Arbitration and Conciliation Act,*



*1996 (with such statutory amendment/modification thereof). The Arbitration shall be conducted and the award shall be entered in English language and the seat of Arbitration shall be at Delhi and Competent Courts at Delhi shall have exclusive jurisdiction in the matter.*

4. Since there were disputes between the parties, the petitioners issued notice invoking arbitration on 06.03.2025 and thereafter filed the present petition.

5. Mr. Singhal, learned counsel appears for the respondent and states that there is no valid Power of Attorney on behalf of the petitioner Nos. 2, 3 and 4 in favour of petitioner No. 1.

6. Mr. Panwar, learned counsel for the petitioners states that the petitioner No.1 is authorized to represent petitioner Nos. 2, 3 and 4, and if there is any defect, the same shall be cured before the learned arbitrator.

7. I am inclined to rely on the statement of the learned counsel for the petitioner. Further Special Power of Attorneys have been issued in favour of petitioner No. 1 by petitioner Nos. 2, 3 and 4 on 17.03.2025 and 21.03.2025.

8. In view of the above, I am satisfied that there exists a valid Arbitration Clause and there are dispute between the parties which need to be adjudicated through the Arbitral mechanism.

9. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Justice Jayant Nath (Retired Judge, Delhi High Court) (Mob. No. 8527959494) 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 including authorization in favour of petitioner No.1 from petitioner Nos. 2, 3 and 4 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.
10. The present petition is disposed of in the aforesaid terms.

**AUGUST 12, 2025**

**JASMEET SINGH, J**