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

+ **ARB.P. 775/2025**

FEROZ KHAN

.....Petitioner

Through: Mr. Anish Roy, Mr. Chandrakant
Tiwari & Mr. Atul Anand, Advocates.

versus

IMAMUDDIN

.....Respondent

Through: Mr. Sonal Sinha, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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19.09.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of a Bayana Agreement to Sell and Purchase dated 8th September 2024 (hereinafter 'Agreement').

2. In terms of the aforesaid Agreement, the petitioner agreed to purchase the respondent's property bearing no. *Flat No. - 606, Block-D, Friends Circle Apartment C.G.H.S LTD., Plot No. - 7, Sector-12, Dwarka, New Delhi-110075*, for a sale consideration of Rs. 1,18,25,000/-.

3. Learned counsel for the petitioner states that the aforesaid Agreement contains an arbitration clause, *i.e.* Clause 8, which provides for adjudication of disputes arising between the parties by way of arbitration. The said arbitration clause is set out below:-

"8. That all disputes shall be referred to the Arbitrator, to be



*appointed mutually, as per the relevant law of the land and under
Delhi Jurisdiction only.”*

4. He states that since there were disputes between the parties on account of the respondent's failure to execute the registration of the sale deed in favour of the petitioner, the petitioner invoked the aforesaid arbitration clause *vide* notice dated 15th February 2025. However, the respondent has not responded to the said notice. He states that in these circumstances, the petitioner has been constrained to approach this Court under Section 11 of the Act.

5. Notice in the present petition was issued on 22nd May, 2025.

6. A perusal of the orders passed on 31st July, 2025 and 1st August, 2025 would reflect that the parties were referred for mediation to resolve their disputes.

7. Today, counsel for the parties submits that the mediation proceedings have not been successful.

8. Counsel for the respondent submits that there is no dispute between the parties, as the respondent was willing to refund the amount to the petitioner along with simple interest.

9. This submission is completely devoid of merits, as despite being referred for mediation, the parties could not resolve their differences. This clearly displays that there is a dispute between the parties.

10. Since the parties have failed to constitute the arbitral tribunal, it is appropriate to appoint a Sole Arbitrator for the adjudication of disputes between the parties.

11. Accordingly, the dispute between the parties under the Agreement are referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The



following directions are issued in this regard:

- a) Ms. Arti Bansal, Advocate (Mobile No.: 9999442349) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b) The arbitral proceedings shall be held in terms of Schedule IV of the Act.
- c) The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- d) The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

12. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to limitation and/ or 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 respondents that no amount is due and payable to the petitioners, are left open for adjudication by the Arbitrator.

13. Counsel for the petitioner submits that an interim stay was granted in favour of the petitioner *vide* order dated 9th April, 2025, in a petition filed by the petitioner under Section 9 of the Act for a period of six (6) months, within which the parties were to constitute the arbitral tribunal. He further submits that the aforesaid period of six (6) months is about to expire shortly. Hence, the Arbitral Tribunal may be constituted urgently so that reliefs under Section 17 of the Act can be sought.

14. Accordingly, it is directed that the parties shall appear before the



Arbitrator on 24th September, 2025, at 4:00 PM.

15. The petition stands disposed of in the aforesaid terms.

16. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 19, 2025

Vivek/-