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

+ **ARB.P. 794/2025**

MRS. ARCHANA MISHRA

.....Petitioner

Through: Mr. Abhishek Kumar, Mr. Praveen
Kumar Jha and Mr. Sunil Menghani,
Advocates

versus

M/S ANANT RAJ LIMITED

.....Respondent

Through: Mr. Rakesh Lakra, Ms. Shivani Kher
and Mr. Akash Kumar, Advocates

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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16.10.2025

1. The present petition has been 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 the Plot Buyer Agreement dated 2nd July, 2022 (hereinafter 'Agreement').
2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, *i.e.* Clause 33, which provides for adjudication of disputes arisen between the parties by way of arbitration.
3. He further submits that since there were disputes between the parties, the petitioner invoked the aforesaid arbitration clause *vide* legal notice dated 8th April, 2024. The said notice was replied to by the respondent on 4th May, 2024. Therefore, the arbitration clause stands duly invoked.
4. He submits that inadvertently the aforesaid notice and reply could not



be placed on record. Today, he has produced the original of the aforesaid documents before this Court.

5. It is submitted that despite the petitioner's request, the respondent did not consent to constitute the Arbitral Tribunal. Therefore, under these circumstances, the petitioner has been constrained to approach this Court seeking appointment of a Sole Arbitrator.

6. Notice in the present petition was issued on 23rd May, 2025.

7. Reply has been filed on behalf of counsel for the respondent objecting to the territorial jurisdiction of this Court to entertain the present petition.

8. Counsel for the respondent makes the following submissions in this regard:

- a. The Agreement was executed at Gurugram, Haryana.
- b. The registered office of the respondent is in Gurugram and the property which is the subject matter of the Agreement is also located in Gurugram.

9. *Per contra*, counsel for the petitioner makes the following submissions:

- a. The Final Allotment Letter in respect of the subject plot (*document 1 filed with the petition*) as well as the cancellation notice dated 28th July, 2023 (*document 7 filed with the petition*) were issued by the respondent from its office in New Delhi.
- b. The Agreement was entered into and signed in Delhi. The same is evident from the Agreement itself (*document 3 filed with the petition*) which mentions the corporate name and address of the respondent as '**Anant Raj Limited, New Delhi**' and bears the notary stamp of Delhi.
- c. All payments made by the petitioner towards consideration of the



subject plot were transacted in Delhi.

10. I have heard counsel for the parties.

11. At the outset, a reference may be made to the arbitration clause, i.e., Clause 33, which is set out below:

“33. DISPUTE RESOLUTION

All or any disputes that may arise with respect to the terms and conditions of the Plot Buyer Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a Sole Arbitrator who shall be appointed by the Developer. The Buyer confirms that he shall have no objection to such appointment and shall not raise any doubt as to the independence or impartiality of the said Sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties.”

12. A reading of the aforesaid arbitration clause makes it clear that it does not provide for any seat of arbitration. Hence, the seat of arbitration would have to be determined on the basis of the Agreement and other documents placed on record as well as the place where the substantial cause of action has arisen.

13. Admittedly, the petitioner is a resident of Delhi. Further, a perusal of the Agreement shows that the head office of the respondent is in New Delhi.

14. From a perusal of the documents placed on record, it is also borne out that the execution of the Agreement, correspondence exchanged between the parties and financial transactions were made within the jurisdiction of this Court.

15. It is also admitted that the Agreement was drafted by the respondent. Therefore, if the intent of the respondent was to make Gurugram the seat of arbitration, nothing prevented it from expressly providing the same in the



Agreement.

16. In these circumstances, in my considered view, this Court would have the territorial jurisdiction to entertain and decide the present petition.

17. Accordingly, the dispute between the parties arising out of the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator.

The following directions are issued in this regard:

a. Mr. Shivendra Kundra (Mobile No.: +91-9810066128) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter 'DIAC').

c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

d. 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.

e. The parties shall approach the Arbitrator within two (2) weeks from today.

18. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims, and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

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



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

21. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance and to the Sole Arbitrator.

AMIT BANSAL, J

OCTOBER 16, 2025

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