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

+ **ARB.P. 824/2025**

MANISH MAGGU

.....Petitioner

Through: Mr. Anirudh Gupta, Adv.

versus

SHYAM SUNDAR YADAV AND ORSRespondents

Through: Adv. Rajesh Pandit and Adv. Apoorv Malik

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

21.11.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that a Memorandum of Understanding (“**MoU**”) dated 05.04.2023 was executed between the parties which pertained to the acquisition of land admeasuring approximately 67 Bighas (approx. 46,000 sq. meters), mortgaged with Punjab National Bank as part of a Non- Performing Asset account related to GSBA Trust. The respondents undertook the responsibility to settle the NPA and third-party claims, and committed to transfer Rs. 1 crore upfront to enable submission of a One-Time Settlement proposal by the petitioner.
3. Despite assurances and partial fund transfer, the respondents failed to fulfil their obligations under the MoU, including settlement of third-party



disputes. Due to non performance of obligations by the respondents, the land of the petitioner was auctioned.

4. The MoU contains an arbitration clause being Clause No. 13 which reads as under:

“13. Arbitration: In case of any differences/disputes between the parties arising from or relating to this MOU, the parties shall first seek to reconcile the differences/disputes within fifteen (15) days of inception thereof. In the event that the parties fail to reach an agreement concerning such dispute(s) within the said period, the parties shall submit such dispute(s) to arbitration which will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The sole arbitrator presiding over the arbitration proceedings shall be mutually appointed by the parties. In the event that the parties fail to reach a consensus over a sole arbitrator, the parties, or either one of them, shall apply to the competent court for appointment of the arbitrator. The award of the sole arbitrator shall be final and binding upon the parties. The venue for arbitration shall be at Delhi Noida and the language of arbitration shall be English/Hindi.”

5. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 10.03.2025 and thereafter filed the present petition.

6. Despite, the respondent No. 2 namely Mr. Vijay Kumar Yadav, was dropped from the array of parties vide order dated 08.10.2025, no amended memo of parties has been filed.

7. Mr. Pandit, learned counsel for the respondent Nos. 3 and 4, has filed



a reply.

8. I am of the view that the objections raised by the learned counsel for the respondent Nos. 3 and 4 relate to the merits of the case and shall lie before the Arbitrator.

9. Mr. Shyam Sundar Yadav and Mr. Mohammad Adil i.e. the respondent Nos. 1 and 5 as per the original memo of party have been served through Whatsapp. The affidavit of service has also been filed along with the screenshots. Respondent No. 1 has also been served through speed post.

10. Despite service, there is nobody appearing on behalf of the respondent Nos. 1 and 5.

11. I am satisfied that there is a valid arbitration clause between the parties and there are disputes which need to be adjudicated through arbitral mechanism.

12. The disputes between the petitioner and all the respondents, except Mr. Vijay Kumar Yadav are referred to arbitration.

13. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Kawaljeet Arora, Principal District and Sessions Judge (Retd.) (Mob. No. 9910384733) 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 petitioner shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

NOVEMBER 21, 2025/DM