



\$~1

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

+ ARB.P. 826/2025 with I.A. 25693/2025 and I.A. 28108/2025

M/S KWALITY TOWNSHIP PVT. LTD.Petitioner

Through: Mr. Arjun, S. Advocate.

versus

M/S APEX TOWNSHIP PVT. LTD.Respondent

Through: Mr. Aman Nandrajog, Mr. Arjun
Nanda and Mr. Girish Shankar,
Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **12.11.2025**

I.A. 25693/2025 (seeking condonation of delay in filing reply to the petition)

1. This application has been filed seeking condonation of 65 days' delay in filing reply to the present petition.
2. For the reasons stated, the delay of 65 days in filing reply to the present petition stands condoned.
3. The application stands disposed of.

ARB.P. 826/2025

4. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of an independent and impartial Sole Arbitrator for adjudication of disputes between the parties arising out of the Memorandum of Understanding dated 12th September, 2009 (hereinafter 'MoU').
5. Counsel for the petitioner submits that the MoU contains an



arbitration clause, i.e., Clause 13, which provides for adjudication of disputes arisen between the parties by way of arbitration. For ease of reference, the aforesaid clause is set out below:

“13. That in case of any dispute, the parties of this agreement shall resolve the same amicably and in the event the said dispute(s) are not resolved the matter shall be referred to a sole Arbitrator to be appointed mutually for adjudication through Arbitration under the Arbitration and Conciliation Act 1996. The jurisdiction of this agreement shall be Delhi and the courts at DELHI shall have the exclusive jurisdiction.”

6. Counsel for the petitioner further submits that since there were disputes between the parties, the petitioner invoked the aforesaid arbitration clause under Section 21 of the Act *vide* legal notice dated 12th March, 2025.

7. The respondent denied consent for the appointment of arbitrator proposed by the petitioner.

8. He submits that in these circumstances, the petitioner has been constrained to approach this Court under Section 11 of the Act.

9. Notice in the present petition was issued on 28th May, 2025 and two weeks' time was granted to the respondent to file reply.

10. A reply has been filed on behalf of the respondent, wherein it has been stated that the respondent does not admit entering into the MoU or executing the same.

11. Mr. Aman Nandrajog, counsel appearing on behalf of the respondent, submits that H.S. Kandhari, who is stated to have signed the MoU was not authorized by the respondent to sign the same on behalf of the respondent.

12. Counsel for the petitioner has drawn attention of the Court to an email dated 1st March, 2025 sent to the petitioner by one Shri R.P. Singh wherein the MoU has been acknowledged by the respondent. The said R.P. Singh is



the person who has signed the reply filed in the present petition on behalf of the respondent as the authorized representative of the respondent.

13. Therefore, for the purposes of deciding the present petition, the Court is of the view that there is an arbitration agreement between the parties.

14. Accordingly, the dispute between the parties arising out of the MoU is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Payal Chawla (Mobile No.: +91 9811777786) is appointed as the 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.

15. It is made clear that all the rights and contentions of the parties, including the validity of the MoU or 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.



16. The petition stands disposed of in the aforesaid terms.
17. All pending applications stand disposed of.
18. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.
19. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance and the learned Sole Arbitrator.

AMIT BANSAL, J

NOVEMBER 12, 2025

Vivek/-