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

+ ARB.P. 892/2025, I.A. 15231/2025

MR. MANMOHAN KHANNAPetitioner

Through: Mr. Dhruv Gupta, Adv.

versus

M/S VIPUL LIMITEDRespondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **15.09.2025**

1. This is a petition filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of four Flat Buyer's Agreements and a fifth Agreement, all dated 19.09.2014.
2. The facts are that the respondent company approached the petitioner for booking of residential units in their residential group housing project under the name and style of "Vipul Greens" ("**project**"). The petitioner booked four residential units in the said project and thereby, entered into four Flat Buyer's Agreements. Additionally, the parties also entered into another fifth Agreement with respect to return on investment @ 20% p.a. assured by the respondent.
3. The four Flat Buyer's Agreements contain arbitration clause being Clause No. 10, which read as under:-

"10 APPLICABLE LAWS AND JURISDICTION



10.1 All or any disputes arising out or touching upon or in relation to the terms of the Allotment Letter and/or this Agreement and/or indenture of Sub-Lease and/or Maintenance Agreement and/or any other papers/ documents in respect of the Apartment including interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be submitted to binding arbitration under the provisions of the (Indian) Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a Sole Arbitrator, appointed by mutual consent of the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be conducted in English and the venue of arbitration shall be Gurgaon regardless of the place of execution of the Allotment Letter and/or this Agreement and/or Indenture of Sub-Lease and/or Maintenance Agreement and/or any other papers/ documents in respect of the Apartment.

The reasoned decision of the arbitral tribunal constituted in accordance with the provisions of this clause shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party.

10.2 All matters arising out of or touching and/ or concerning the Allotment and/or this Agreement and/or indenture of Sub-Lease and/or Maintenance Agreement and/or any other papers/ documents in respect of the Apartment shall be construed according to and subject to the laws of India.

4. The fifth Agreement also contains an arbitration clause being Clause No. 21, which read as under:-



21. And Whereas the Buyer has agreed to purchase, acquire and possess the Said Properties from VIPUL based on the Representations made herein by Vipul. In case of any dispute or any difference amongst the Parties arising out of or in relation to this Agreement including dispute or difference in relation to interpretation or any of the provision of this Agreement and/or the Buyers Agreement, shall be resolved through mutual discussion. In case, the same is not resolved through mutual discussion within thirty (30) business days from the date on which the issue was raised, it shall be referred to the Senior Management of Vipul Limited and Mr. Chander Batra of Unistar Estates. The Senior Management of Vipul Limited shall discuss either in personal discussion or through telecon with Mr. Chander Batra and attempt to resolve the same within a period of thirty (30) business days from the date on which the dispute or difference, was referred to the Senior Management of Vipul Limited. In case, such dispute or difference could not be resolved within thirty (30) business days from the date of reference to them, they may mutually extend the time period. If the Parties fail to settle the dispute or difference amicably through reference to Senior Management of Vipul Limited within thirty (30) business days of commencement of dispute or difference or such extended period as stipulated in the preceding sub-clause, then the same shall be submitted to binding arbitration under the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

The arbitration will be conducted by a Sole Arbitrator, appointed



by mutual consent of the parties and if no such mutual consent is arrived at for appointment of a Sole Arbitrator then each party shall be entitled to appoint an Arbitrator who will further appoint an Umpire and in such eventuality the arbitration will be conducted by such appointed Arbitrators and an Umpire in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be conducted in English and the venue of arbitration shall be Gurgaon/New Delhi. The reasoned decision of the arbitral tribunal constituted in accordance with the provisions of this clause shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party. The Parties shall bear its respective costs; all common costs shall be shared equally by the Parties.”

5. Since, disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 03.02.2025 and thereafter, filed the present petition.

6. Despite service, there is nobody appearing on behalf of the respondent.

7. I am satisfied that there is a valid arbitration clause and there are disputes pending between the parties which need to be settled through arbitration mechanism.

8. For the said reasons, the petition is allowed, with the following directions:

- i) Mr. Anurag Ahluwalia (Senior Advocate) (Mob. No.9811418995) 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 1996 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 including limitation, are left open for adjudication by the learned arbitrator.
 - vi) The petitioner shall approach the learned Arbitrator within two weeks from today.
9. The petition is disposed of accordingly.

JASMEET SINGH, J

SEPTEMBER 15, 2025/DM