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

+ **ARB.P. 1463/2022**

RAMESH KUMAR SUNEJAPetitioner

Through: **Mr. Keshav Kumar, Advocate**

versus

ARCHANA JAINRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **20.08.2025**

1. This is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties, arising out of an Agreement to Sell dated 11.08.2019.

2. The brief facts of the case are that the petitioner and the respondent executed an Agreement to Sell dated 11.08.2019, in respect of the built-up property admeasuring area of 429 sq. yards situated at M-46, Connaught Place, opposite Shankar Market, New Delhi-110001, for a consideration amount of Rs. 150,00,000/-.

3. The said Agreement to Sell contained an Arbitration Clause, being Clause No. 17, which reads as under:

“That in case of any misunderstanding, disputes, differences arises touching this Agreement between the parties, firstly she will make all her best possible effort to settle her differences, disputes,



misunderstanding amicably by mutual discussion failing which the same be referred to the sole arbitration and the sole arbitrator who shall be nominated & appointed by mutual consent of both parties and he would hold the proceedings in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at New Delhi and shall be in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications thereto. The losing parties to the arbitration shall bear entire costs of all nature of arbitration and other related proceedings/cases too. Jurisdiction will be Delhi”.

4. Since there were disputes between the parties, the petitioner invoked arbitration, *vide* legal notice dated 10.08.2022.
5. The respondent has been served by way of publications in the newspapers of ‘Stateman’ and ‘Navbharat Times’, dated 21.01.2025.
6. Despite service, there is nobody appearing on behalf of the respondent.
7. I am satisfied that there is a valid arbitration agreement existing between the parties and that there are disputes subsisting between the parties, which need to be settled through the arbitral mechanism.
8. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Swastik Singh, (Advocate) (Mob. No. 9717419767) 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.

9. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 20, 2025/DM