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

+ **ARB.P. 1062/2025**

SH. MOHAMMAD MASOOD AHMADPetitioner

Through: Mr. Anwar Khalil, Mr. Mohd Shariq
and Mr. Mohd. Sakir, Advs.

versus

IMPERIA STRUCTURE LTD & ANR.Respondents

Through: Mr. Tushar Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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27.10.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that the respondents being the Developer and in possession of plot No. 44-45, Knowledge Park-V, Greater Noida U.P, were in process of developing and constructing a commercial space/unit/shop component called "Imperia Bandhan" in the IT/ITES project i.e., Complex invited the public to invest in the said project.
3. Subsequently, a Memorandum of Understanding dated 15.05.2017 was executed between parties, wherein the petitioner had booked a commercial space/ unit/ shop in Imperia Bandhan of category Retail Shop No. 92 at the Ground Floor for total sale consideration of Rs. 36,90,000/- out of which, the petitioner has paid a sum of Rs. 36,47,067/-, as earnest/ token money.
4. The said Memorandum of Understanding contained an arbitration



clause, which reads as under:

“ARBITRATION

a) That any dispute between the parties or relating to the interpretation of any Clause of this Memorandum of Understanding shall be referred to the sole arbitration of an Arbitrator to be nominated by the Developer whose decision shall be final and binding on both the Parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996, at New Delhi.”

5. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 28.05.2025 and thereafter, filed the present petition.

6. Mr. Sharma, learned counsel appears for the respondents and has no objection to the appointment of an Arbitrator as long as all the rights, contentions and counter-claims of the respondents are left open to be adjudicated by the Arbitrator.

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

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

- i) Ms. Sapna Chauhan, (Adv.) (Mob. No. 9811264265/ 7840020100) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis 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 parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of accordingly.

JASMEET SINGH, J

OCTOBER 27, 2025/DM