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

+ **ARB.P. 1091/2025 & I.A.17924/2025**

NISHA KAPOOR

.....Petitioner

Through: Dr. G.V Rao, Senior Advocate, Mr.
G. Arudhra Rao, Advocate, Mr. A.K. Upadhyay,
Advocate, Mr. Mohit Phulera, Advocate

versus

IMPERIA STRUCTURES LIMITED & ORS.Respondents

Through: Mr. Tushar Sharma, Advocate.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.09.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator through the Delhi International Arbitration Centre ('DIAC') to adjudicate the disputes between the parties.

2. The brief facts of the case are that the petitioner and the respondent No. 1 entered into an Apartment Buyers Agreement ('Builder Buyer Agreement') dated 24.11.2015 for purchase of Flat No. B-1802 in 'The Esfera' project. The petitioner made a payment of Rs. 1,25,73,000/-. On the same date, parties also executed a Supplementary Buy-Back Agreement, wherein it was agreed that in case the petitioner opted to surrender the booking, the respondent No. 1 would pay Rs. 1,35,00,000/-.



3. The respondent No. 1 issued pre-cancellation letter 28.08.2024, indicating the intention to cancel the Agreement, which was duly replied to by the petitioner. On 18.10.2024, the petitioner received a cancellation letter from the respondent No.1.

4. Since the respondent No. 1 failed to make the payment of Rs. 1,35,00,000/-pursuant to the petitioner availing the option to surrender, the petitioner invoked arbitration *vide* Legal Notice dated 08.03.2025 and thereafter filed the present petition.

5. The said Builder Buyer Agreement contains an arbitration clause, being Clause No. 52, which reads as under:

“52. *ARBITRATION*

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the, interpretation and validity of the terms here and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi by a Sole Arbitrator who shall be the appointed by the Developer/Company.

The Intending Allottee(s) hereby confirms that he / she shall have no objection to this appointment. The Courts at Delhi/New Delhi alone and the Delhi High Court at New Delhi alone shall have the jurisdiction in all matters arising out of / touching and/or



concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at New Delhi."

6. Mr. Sharma, learned counsel appearing for the respondents, has no objection to the appointment of the Arbitrator.
7. I am satisfied that there is a valid Arbitration Agreement between the parties and there are disputes that need to be settled through an arbitral mechanism.
8. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Ms. Kaadambri Singh, Sr. Advocate (Mob. No. 9811111892) 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 parties shall approach the learned Arbitrator within two



weeks from today.

JASMEET SINGH, J

SEPTEMBER 19, 2025

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