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

+ ARB.P. 1175/2025 & I.A. 19155/2025

COLLIERS INTERNATIONAL INDIA PROPERTY SERVICES
PVT LTDPetitioner

Through:

versus

TARC LIMITEDRespondent

Through: Ms. Prarthana Singhania, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

03.12.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Agreement for Services and Confidentiality dated 06.01.2022.
2. It is stated that under the said Agreement, the Petitioner herein was appointed by the Respondent as an independent service provider to provide Technical Due Diligence Services to the Respondent. It is stated that disputes arose between the parties regarding payment of money.
3. It is stated that Clause 14 read with 16 of the Agreement contain the Arbitration Clause, which provide that disputes arising between the parties under the Agreement shall be decided by means of Arbitration. Material on record indicates that the office of the Respondent is at Delhi and the Agreement was entered into in Delhi, for services to be provided in Delhi.



As such, this Court has the jurisdiction to entertain the present Petition.

4. It is stated that Notice under Section 21 of the Arbitration Act was issued by the Petitioner on 20.12.2023 which has not been replied to by the Respondent. The Petitioner has, thereafter, approached this Court by filing the present Petition.

5. Notice in the Petition was issued on 07.08.2025 and vide Order dated 17.10.2025, this Court referred the parties to Mediation.

6. Today, though there is no appearance on behalf of the Petitioner, it is stated by the learned Counsel for the Respondent that mediation has failed, and she has no objection if this Court appoints an Arbitrator to adjudicate on the disputes between the parties.

7. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Mr./Ms._____, Adv. (Mob: _____) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator



on their merits, in accordance with law.

12. Needless to say, nothing in this order shall be construed as an expression on the merits.

13. The present petition stands disposed of in the above terms along with pending applications, if any.

SUBRAMONIUM PRASAD, J

DECEMBER 3, 2025

Rahul