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

+ **ARB.P. 1204/2025**

**M/S JAS FOREST DEVELOPERS AND PROMOTERS PVT LTD**

.....Petitioner

Through: Mr. Abhishrut Singh, Adv.  
versus

**M/S DCUBE PROJECT MANAGEMENT PVT. LTD.**

.....Respondent

Through: Appearance not given

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

% **29.10.2025**

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 petitioner issued a Letter of Award dated 27.01.2023 for execution of balance and fit-out works for a Vedic Resort Project at Snowden Estate, Mussoorie to the respondent.
3. The said Letter of Award contains an arbitration clause being Clause No. 17, which reads as under:

**"17.0 Arbitration & Jurisdiction**

*17.1 The dispute and differences that may arise between the parties hereto in respect to any of the covenants of this LOA or any interpretation thereof, shall be resolved by Arbitration proceedings in accordance with the Arbitration and Reconciliation Act, 1996*



*and any amendment thereof. Place of Arbitration shall be in New Delhi. However, both owner and Contractor Shall first try to resolve such disputes amicably before proceeding with arbitration process.*

*17.2 This LOA shall be subjected to the jurisdiction of the Court of New Delhi only.*

4. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 30.05.2025 and thereafter, filed the present petition.
5. Ms. Mehajabi, learned counsel for the respondent states that though the arbitration clause in the Letter of Award is admitted, the respondent would like to settle the matter.
6. The same is acceptable to the learned counsel for the petitioner.
7. I am satisfied that there is a valid arbitration clause and there are disputes between the parties which need to be adjudicated through arbitral mechanism.
8. For the said reasons, the petition is allowed, with the following directions:
  - i) Mr. Amit Saxena, Advocate (Mob. No. 9811360525) 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.

9. List before Delhi High Court Mediation and Conciliation Centre on 14.11.2025, at 04:00 PM.

10. The learned Arbitrator shall enter reference after a period of 12 weeks from 14.11.2025 to enable the parties to arrive at an amicable settlement.

11. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**OCTOBER 29, 2025/DM**