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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1219/2025**
SHIKSHA VIHAR SEHKARI AWAS SAMITI LTD.....Petitioner
Through: Mr. Amol Sinha, Adv.

versus

RISHABH BUILDWELL PVT. LTDRespondent
Through: Mr. Rajesh Mohan Sinha, Mr. Prateek
Mohan Sinha, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
17.09.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the Agreement dated 16.07.2015
2. The brief facts are that the petitioner is a registered cooperative housing society. The petitioner entered into an Agreement dated 16.07.2015 with the respondent for development of the plot belonging to the petitioner and construction thereof. The said Agreement contains an arbitration clause being Clause 14.2 which reads as under:

“14.2 It is hereby agreed that in the event the parties fail to resolve a dispute or claim amicably within 90 (ninety) days of its reference thereof for amicable settlement, such dispute or claim shall finally be referred to a Sole Arbitrator to be mutually appointed by the Parties. The arbitration



proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/modification thereof. Such dispute shall be resolved in accordance with the provisions contained in U.P. Cooperative Societies Act, 1956 and U.P. Cooperative Societies Rules, 1968. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Ghaziabad or New Delhi. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.

14.3 Governing Law & jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts at Delhi”

3. The petitioner terminated the Contract on 12.12.2020 and invoked arbitration vide legal notice dated 22.05.2025.
4. Mr. Sinha, learned counsel for the respondent has no objection to the appointment of an Arbitrator but only states that the claims raised by the respondent in Civil Suit 368/2018, disposed of by the Civil Judge, Ghaziabad may also be referred to the arbitration.



5. Mr. Amol Sinha, learned counsel for the petitioner has no objection to the same.
6. For the said reasons, the petition is allowed and disposed of with the following directions:
- i) Mr. Justice Rajiv Sahai Endlaw (Former Judge, High Court of Delhi) (Mob. No. 9717495002) 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 including the disputes raised in Civil Suit 368/2018 (*supra*), are left open for adjudication by the learned Arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 17, 2025/DM