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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1238/2025**
NIKHIL SACHAR

.....Petitioner

Through: Mr. Siddharth Sachar, Adv.
versus

**WTC FARIDABAD INFRASTRUCTURE PRIVATE LIMITED &
ANR.**

.....Respondents

Through: Mr. Shubham Janghu, and Ms. Ridhi
Arora, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.09.2025

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1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of four connected and identical Collaboration Agreements, all dated 30.06.2023.
2. The facts are that the petitioner entered into four Collaboration Agreements with the respondent No. 1 for development of four plots in Greater Faridabad, each measuring 160 sq. yrds. These plots are situated within and around Sector 111 to 114, Faridabad, Haryana.
3. As per the terms of the Collaboration Agreements, the plots were to be purchased jointly by respondent No. 2 on behalf of the respondent No. 1 and the petitioner was to provide investment for the purchase, co-development, and marketing campaigns of the project.
4. The said Collaboration Agreements contain the arbitration clauses being Clause Nos. 16 and 17, which read as under:-



“16. That in the event of any dispute between the parties, same shall be got adjudicated through the process of Arbitration. Arbitrator shall be appointed with mutual consent of parties or through Court. Seat and Venue of Arbitrator shall be at New Delhi. Arbitration shall be conducted in English Language.

17. That subject to arbitration, all disputes and differences between parties shall be subject to the exclusive jurisdiction of Courts at New Delhi.”

5. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 31.03.2025 and thereafter, filed the present petition.
6. In the present case, the four Collaboration Agreements executed between the parties is an admitted fact and thereby, so are the arbitration clauses in the Collaboration Agreements.
7. I am satisfied that there exists valid arbitration clauses and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed, with the following directions:-
 - i) Ms. Arti Bansal, Advocate (Mob. No. 9999442349, 9815054716 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.
9. The present petition is disposed of in the aforesaid terms.

SEPTEMBER 18, 2025 / (MS)

JASMEET SINGH, J