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

+ ARB.P. 1370/2025 with I.A. 21525/2025

SH NATHU RAM GOYAL & ANR.

.....Petitioners

Through: Mr. Vinay Gupta, Ms. Reena Kumari,
Advs.

versus

M/S PALM INFRAHOMES PVT.

LTD ., & ORS.

.....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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19.11.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, (hereinafter 'the Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Joint Venture Agreement-cum-Memorandum of Understanding (hereinafter 'Agreement') dated 2nd January, 2016 in terms of which, the petitioners agreed to invest a sum of Rs. 2 crores in the housing project of the respondent no.1 for acquiring 25% shareholding rights in the respondent no.1.
2. Counsel for the petitioners states that the Agreement contains an arbitration clause, *i.e.* Clause 29, which provides for adjudication of disputes arising between the parties by way of arbitration.
3. He further states that since the respondents have failed to carry out their obligations as per the Agreement, the petitioners issued a legal notice dated 25th May, 2025 and a notice invoking arbitration under Section 21 of the Act on 19th June, 2025.

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4. However, the respondents have failed to respond to the said notices, including the invocation notice.

5. Hence, the petitioners have been constrained to approach this Court by way of the present petition.

6. It was recorded in the order passed on 13th October, 2025 that the respondents have been served through email. Subsequent report received from the Registry shows that the respondent no.2 has been served through speed post.

7. An affidavit of service has been filed on behalf of the petitioner in terms of which all the respondents have been served through speed post.

8. None appears on behalf of the respondents despite service.

9. Even though the arbitration clause does not provide for a seat of arbitration, perusal of the principal agreement shows that the same was executed in Delhi. It is averred in the petition that both the petitioners are resident of Delhi and are also working for gain at New Delhi. All communications, grievance letters, reminders, legal demand notice etc. have been sent and issued by the petitioners to the respondents from New Delhi only.

9.1. All the aforesaid averments stand unrebutted as the respondents have failed to appear and file a reply.

10. In light of the aforesaid facts, this Court would have the jurisdiction to entertain the present petition.

11. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

a. Mr. Ravi Sikri, Senior Advocate (Mobile No.: +91-9811025852) is



appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

- b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
- c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- d. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- e. The parties shall approach the Arbitrator within two (2) weeks from today.

12. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

13. The petition stands disposed of in the aforesaid terms.

14. All pending applications stand disposed of.

15. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

NOVEMBER 19, 2025/neha