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

+ **ARB.P. 1401/2025**

KULDEEP GUPTA

.....Petitioner

Through: Mr. Siddharth Chaudhary, Adv.

versus

M/S GROVY INDIA LTD. & ANR.

.....Respondents

Through: Mr. Abhyankar Panth, Mr. Aditya
Wadhwa, Mr. Arunav Sarma, Mr.
Raunaq Bali, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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08.10.2025

1. This is a petition filed under Section 11 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 parties entered into a Demolition Agreement dated 18.10.2024 to demolish the then existing structure of the respondents at C-8 Anand Niketan, New Delhi.
3. The said Agreement contains an arbitration clause being Clause No. 7 which reads as under:

“All disputes arising out of or in relation to this agreement, including disputes regarding its performance, breach, termination, validity, or interpretation, shall be referred for arbitration in accordance with the terms of the Indian Arbitration and Conciliation Act. 1996, as amended from time to time. The seat and



venue of arbitration shall be New Delhi India. The language used in the arbitral proceedings shall be English. The arbitration shall be conducted before sole arbitrator to be nominated by the first party, The arbitral award shall be in writing and shall be final and binding on each party. It shall be enforceable in any court of competent jurisdiction.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 01.05.2025 and thereafter filed the present petition.
5. Mr. Panth, learned counsel for the respondents, has no objection to the appointment of an Arbitrator.
6. I am satisfied that there is a valid arbitration clause between the parties and there are disputes which need to be settled through the arbitral mechanism.
7. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Shohit Chaudhry (Adv) (Mob. No. 9999091964) 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.

8. The petition is disposed of with the aforesaid terms.

JASMEET SINGH, J

OCTOBER 8, 2025/DM