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

+ **ARB.P. 1731/2024**

LINK INFRATECH PVT LTDPetitioner

Through: **Mr. Bhavesh Kumar Sharma, Adv.**

versus

EMINENT INFRA DEVELOPERS PVT LTD & ANR.

.....Respondents

Through: **Ms. Aayushi Jain, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.05.2025

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1. This is a petition filed under Section 11 of Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.

2. The arbitration clause is contained as clause no.5.8.6 of the Letter of Intent dated 17.09.2010 and the same reads as under:

“5.8.6 ARBITRATION

All questions or disputes or differences, claim, right, matter or thing whatsoever in any way arising out of or relating to this contract or the conditions thereof otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment or breach of the Contract hereof except the excepted matters as per clause 5.8.5 of this agreement shall be referred to



the Arbitration and final decision of a single Arbitrator being a fellow of Indian Institute of Engineers or Indian Institute of Consultant or on the CPWD panel of Arbitrators or any panel approved by a Court of law of Government to be case of disagreements to appointment of a single arbitrator, to the arbitration of two arbitrators drawn from the same sources as in the case of a single arbitrator mentioned above, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden of the reference appoint an umpire. The office of Arbitrators will be in New Delhi, Where they will sit and here all the matters referred to them for arbitration.”

3. The facts are that the respondent was awarded contract for construction of one residential tower L – Block vide Letter of Intent (LOI) dated 17.09.2010. thereafter, an agreement was executed between the parties. The respondent was also awarded contracts for K– Block as well as J– Block vide LOIs dated 22.09.2010 and 18.10.2010.

4. Since there were disputes, the petitioner invoked Arbitration vide Legal Notice dated 01.08.2024 and thereafter, filed the present petition.

5. Ms. Jain, learned counsel appearing for the respondents, submits that there are three separate LOIs and three distinct Agreements, each pertaining to the construction of a separate Block. She states that these constitute separate causes of action, and therefore, the petitioner cannot club all three Agreements into a single petition.

6. Mr. Sharma, learned counsel for the petitioner states that the present petition may only be restricted to claims arising out of the construction for Residential Tower L-Block at Bahadarabad - Roorkee road, Haridwar,



Uttaranchal, arising out of LOI dated 18.10.2010 and the Agreement executed on the same day.

7. The same is acceptable to Ms. Jain, learned counsel for the respondent as long as all rights, contentions of the respondents including filing of counter-claims are left open.

8. For the said reasons, the petition is allowed and the following directions are issued:-

- i) The Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
- ii) The arbitration will be held under the aegis and rules of 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 DIAC within two weeks from today.



9. The present petition is disposed of in the aforesaid terms.
10. The date already fixed i.e 23.07.2025 stands cancelled.

JASMEET SINGH, J

MAY 28, 2025/*pk*

Click here to check corrigendum, if any