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

+ **ARB.P. 1662/2025**

RJ FARMHOUSE LLPPetitioner

Through:

versus

AMIT & ORS.Respondents

Through: **Mr. Rishikant Tiwari, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

12.12.2025

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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 for adjudication of disputes arising out of Agreement to Sell dated 07.07.2023.
2. The brief facts of the case are that an Agreement to Sell dated 07.07.2023 was executed between the Petitioner, RJ Farmhouse LLP, and Late Rajendra, father of the Respondents, described as the "Vendor" including his legal heirs, for sale of his undivided share admeasuring 2.36 Bighas (2,383.9 sq. yds.) out of a 1/8th undivided share in agricultural land measuring 66 Bighas and 4 Biswas situated in Village Fatehpur Beri, New Delhi, for a total consideration of ₹3,94,03,483/-, out of which ₹30,00,000/- was paid as advance.
3. Two identical Agreements to Sell of the same date were simultaneously executed with the Respondent's brothers, Mr. Surender Singh and Mr. Harbeer, for their respective undivided shares in the same



property for the same consideration, with advances of ₹29,50,000/- each, forming a composite transaction.

4. It is the case of the petitioner that under Clause 3 of the Agreements, the vendors were required to fulfil certain preconditions within three months, i.e. by 06.10.2023, including mutation, procurement of NOC, clearance of dues, removal of encumbrances and partition of the land; however, neither Late Rajendra nor the Respondents complied with these obligations despite repeated reminders dated 05.03.2024 and 15.05.2024, though the Petitioner remained ready and willing to perform its part.

5. The Agreement contains an arbitration clause being Clause 20 which reads as under:

“20. Any dispute arising out of the present agreement shall be adjudicated and decided in accordance with the Arbitration and Conciliation Act, 1996, by the sole arbitrator to be appointed by the parties with mutual consent. The seat of arbitration shall be at New Delhi. Subject to the said arbitration clause, this agreement is subject to the territorial jurisdiction of the courts at New Delhi.”

6. Since there were disputes, the petitioner invoked arbitration vide legal notice dated 21.12.2024.

7. Mr. Tiwari, learned counsel for the respondents accepts notice and has no objection to the appointment of an Arbitrator as long as all his rights and contentions and counter-claims are left open.

8. I am convinced that there is a valid arbitration clause between the parties and there are disputes which need to be adjudicated through the arbitral mechanism.

9. For the said reasons, the petition is allowed and disposed of with the



following directions:

- i) Mr. Amit Chadha (Senior Advocate) (Mob. No. 9911116613) 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.

JASMEET SINGH, J

DECEMBER 12, 2025/DM