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

+ **ARB.P. 1663/2025**

RJ FARMHOUSE LLP

.....Petitioner

Through:

versus

SURENDER SINGH @ SURENDRA SINGHRespondent

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 an Agreement to Sell dated 07.07.2023.

2. The brief facts of the case are that the petitioner, and the respondent, entered into an Agreement to Sell dated 07.07.2023, whereby the respondent agreed to sell his undivided share admeasuring 2.36 Bighas (2,383.9 sq. yds.), forming part of the 1/8th undivided share inherited from his deceased father, in agricultural land measuring 66 Bighas and 4 Biswas comprised in Khasra Nos. 1256 (18-18), 1257 (6-15), 1258 (6-13), 1259 (5-7), 1260 (6-1), 1261 (8-0) and 1316 (14-10), situated in the Revenue Estate of Village Fatehpur Beri, Tehsil Mehrauli, New Delhi. The total sale consideration under the said Agreement was fixed at ₹3,94,03,483/-, out of which a sum of ₹29,50,000/- was paid by the petitioner to the respondent as advance at the



time of execution, as duly recorded in the Agreement.

3. The Agreement contains an arbitration clause being Clause 19 which reads as under:

“19. 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.”

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

5. 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.

6. 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.

7. 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