



2025:DHC:9465



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1749/2025**

Date of Decision: **17.10.2025****IN THE MATTER OF:**

TAC DESIGN PVT LTD

.....Petitioner

Through: Mr. Santanam Swaminadhan, Mr.
Rahul Sharma, Mr. Kartik Malhotra
and Mr. Karthik, Advs.

versus

AARTH REAL TECH VENTURES PVT. LTD. & ORS.

.....Respondents

Through: Mr. Swapnil Gupta and Ms. Sajal
Jain, Advs.

CORAM:**HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)****I.A. 26176/2025 (filed on behalf of the petitioner seeking condonation of delay)**

1. For the reasons assigned in the application, the same stands allowed and the delay of 10 days in refiling the petition stands condoned.
2. Application stands disposed of.

ARB.P. 1749/2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act) seeking the appointment of

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2025:DHC:9465



an arbitrator for the adjudication of disputes arising out of agreements executed between the parties for providing comprehensive architectural, master planning, and interior design services for a hotel project.

2. The dispute has admittedly arisen, and there exists an arbitration clause 6 in the agreements which have been executed for the comprehensive Master Plan/ Architecture and interior design dated 06.02.2024 and 30.07.2024.

3. Clause 06 of the agreement is extracted as under:

“06 ARBITRATION

All differences and disputes arising between the parties on any matter connected with this agreement or regarding the interpretation of the contents thereof shall be referred to an arbitrator to be jointly agreed to by both Parties and resolved under the provisions of the Indian Arbitration and Conciliation act 1996. Jurisdiction of Delhi Courts shall apply.”

4. With the consent of the parties and in view of the fact is an arbitration clause in the agreement, this Court appoints Mr. Vaibhav Tomar, Advocate (Mobile No. +91 9971446628, e-mail id: tomar.vaibhav@gmail.com) as the sole Arbitrator.

5. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

6. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

7. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

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8. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the said order be sent to the Sole Arbitrator through electronic mode as well.
9. Accordingly, the instant petition stands disposed of.
10. All rights and contentions of the parties are left open.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 17, 2025/p/mj

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