



\$~7

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

+ **ARB.P. 1799/2025**

SANJIV RAI MEHRA & ANR.

....Petitioners

Through: Mr. Asim Naeem, Adv, Ms. Cherry
Gupta, Adv., Ms. Anisa, Adv.

versus

M/S NEO DEVELOPERS PVT. LTD.

.....Respondent

Through: Mr. Jitendra Choudhary, Ms. Shilpa
Chohan, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

%

27.11.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator arising out of Memorandum of Understanding ("**MoU**") and Buyer's Agreement both dated 04.01.2017.

2. The brief facts of the case are that respondent has developed a commercial complex known as "NEO Square" on the land situated at Sector-109, Dwarka Expressway, Gurgaon, Haryana. The petitioners booked an area admeasuring 300 sq. ft. and covered area of about 150 sq. ft. at 3rd Floor, Food Court, having Unit No. 311-B, which was allotted to the petitioners, and MOU and Buyer's Agreement both dated 04.01.2017, were executed between the parties.

3. Both the Agreements contain arbitration clause being Clause No. 17 of the MoU and Clause No. 22 of the Buyer's Agreement which read as under, respectively:

"17. That in case of dispute and differences between the



parties arising out of or in relation to this MOU, the matter shall be referred for arbitration to a sole arbitrator Mr. Sacchin Puri, who has been mutually appointed by the parties. The fee of the arbitrator and expenses of the arbitration shall be equally divided between the parties. The proceedings shall be governed by Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be New Delhi alone and the language of arbitration shall be English. The award given by the arbitrator shall be final and binding between the parties.”

“22. ARBITRATION

That in case of any dispute/difference between the parties, including in respect of interpretation of the present Agreement, the same shall be referred to arbitration of a sole arbitrator appointed by the parties mutually. The venue of Arbitration shall be New Delhi and the language of arbitration shall be English. The Costs of arbitration shall be borne jointly by parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.”

4. Since there were disputes, the petitioner invoked arbitration vide legal notice dated 23.05.2025.
5. Mr. Choudhary, learned counsel for the respondent has no objection to the petition being allowed and to the appointment of an arbitrator as long as all his rights and contentions are left open.
6. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.



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

- i) Mr. Uttkarsh (Advocate) (Mob. No. 9871926153) 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 present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

NOVEMBER 27, 2025/AS