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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1800/2025

VERINDER KUMAR PURI & ORS.

....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

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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**”) dated 04.01.2017 only.

2. The brief facts of the case are that the 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 1911 sq. ft. at 3rd Floor, Food Court, having Unit No. Cafe-4, which was allotted to the petitioners, and MoU dated 04.01.2017, was executed between the parties.

3. The MoU contains an arbitration clause being Clause No. 17 which reads as under,:

“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.”

4. Since there were disputes, the petitioner invoked arbitration vide legal notice dated 23.05.2025.

5. As the petitioner has invoked arbitration solely under the MoU dated 04.01.2017, only the disputes arising from or relating to the said MoU are being referred to arbitration.

6. 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.

7. I am satisfied that there is a valid arbitration clause and there are disputes arising out of the MoU that need to be adjudicated through the arbitral mechanism.

8. 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.
9. The present petition is disposed of in the aforesaid terms.

NOVEMBER 27, 2025/AS

JASMEET SINGH, J