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

+ **ARB.P. 1898/2024**

ALPHA COMMUNICATION LLP

.....Petitioner

Through: Mr Ansh Singh Luthra, Mr Madhav
Kumar, Mr Manmeet Singh, Advs.

versus

NANDINI BUILDHOMES CONSORTIUM PVT LTD & ANR.

.....Respondents

Through: Mr. Himesh Thakur, Mr. Syed Fazl
Askari, Mr. Vaibhav Mishra,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

27.02.2025

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1. The Petitioner has approached this Court under Section 11(6) of the Arbitration & Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Petitioner and the Respondents herein under the Memorandum of Understanding Dated 28.01.2021.
2. It is stated that under the said MoU, the Petitioner herein had advanced Rs.5,74,98,000/- to the Respondents herein. It is stated that in January, 2022 the Respondents approached the Petitioner and expressed their inability to complete the project and repay the loan amount by the agreed timeline and sought 12 months' extension to complete the said project. It is stated that the Petitioner acceded to the request of the



Respondents and entered into the Supplemental Agreement dated 21.03.2022 by which the loan facility was extended and was repayable on or before 31.12.2022. It is stated that in March, 2023, the Respondents once again approached the Petitioner and expressed their inability to re-pay the amount. Accordingly, Second Supplemental Agreement dated 17.03.2023 was entered into between the Petitioner and the Respondents with the primary objective of facilitating the entire loan payable by the Respondents to the Petitioner. It is stated that since the loan was not repaid, the Petitioner herein sent a legal notice dated 18.09.2024 to the Respondents demanding repayment of the loan amount. It is stated that the legal notice was not replied to by the Respondents. It is stated that the Second Supplemental Agreement dated 17.03.2023 contained Arbitration Clause. It is stated that the Petitioner herein sent a Notice dated 07.10.2024 invoking Arbitration under Section 21 of the Arbitration Act in terms of Clause 10 of the Second Supplemental Agreement. It is stated that on the date of issuance of Notice under Section 21 of the Arbitration Act, Rs.9,97,51,377/- plus interest was due and payable by the Respondents to the Petitioner. It is stated that since the Respondent failed to reply to the notice invoking Arbitration, the Petitioner has approached this Court by filing the present Petition.

3. Notice in the present Petition was issued on 29.11.2024. Despite service there is no appearance on behalf of the Respondents.

4. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

5. Accordingly, Justice Vipin Sanghi, former Chief Justice of the Uttarakhand High Court, (Mob:9871300037) is appointed as a Sole



Arbitrator to adjudicate upon the disputes between the parties.

6. 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.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.

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

9. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

10. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 27, 2025

Rahul