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

+ **ARB.P. 2014/2024**

MR. SANJEEV SINGHAL

.....Petitioner

Through: Mr. Dayan Krishnan Sr. Adv. with
Mr. Siddharth Arora, Mr. Sukrit Seth,
Ms. Jasleen Kaur, Mr. Gaurav Kumar,
Advs.

versus

MS. SHEFALI VARMA

.....Respondent

Through: Mr. Vaibhav Gaggar, Sr. Advocate
with Mr. Dhruv Mehta, Mr. Ashit
Kapoor, Mr. Shreedhar Gaggar, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

10.01.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator as per Clause 18 & 19 of the Agreement to Sell dated 17.01.2022 to adjudicate on the disputes which have arisen between the parties.

2. The facts of the case reveal that on 17.01.2022 an agreement to sell has been executed by the Petitioner and the Respondent. In accordance with the agreement to sell the total consideration of the property was fixed at Rs.22 crores. It is stated by the Petitioner that he has paid a sum of Rs.50 lakhs to the Respondent at the time of executing the agreement to sell and the remaining Rs.21,50,00,000/- was to be paid by the Petitioner to the



Respondent, subject to the Respondent providing proof of inheritance or acquisition of full title and ownership of the property which measures 5.5 acres. It is stated that the Petitioner has further paid a sum of Rs.1,48,50,000/- to the Respondent on 12.04.2022. Material on record also indicates that the Respondent transferred 0.885 acres or 4 bighas and 5 biswas of land in Khasra No. 529 (4-5), comprised in Village Gadaipur, Mehrauli, Delhi, to the nominee of the Petitioner, Ultraville LLP, through a Sale Deed dated 28.07.2022, for a total sale consideration of Rs.3,55,00,000/-. It is stated that another parcel of land measuring 0.823 acres or 3 bighas and 19 biswas of land in Khasra Nos. 518 (2-16), 520 (1-3), comprised in Village Gadaipur, Mehrauli, Delhi, was sold to the nominee of the Petitioner, Ultraville LLP, through a Sale Deed dated 17.08.2022, for a total sale consideration of Rs.3,27,00,000/- . It is stated that despite giving multiple opportunities, the Respondent has not fulfilled their obligations under the agreement to sell dated 17.01.2022.

3. A notice invoking arbitration was sent on 26.10.2024. Material on record indicates that a petition under Section 9 of the Arbitration & Conciliation Act has been filed by the Petitioner herein being OMP(I) 12/2024 seeking interim measures which is to be listed on 18.02.2024.

4. Material on record also indicates that the Petitioner herein sent a Notice under Section 21 of the Arbitration Act to the Respondent appointing Mr. Alok Sangwan, Advocate, as the Sole Arbitrator. It is stated that since the appointment of a unilateral Arbitrator is hit by the judgment of the Apex Court in Perkins Eastman Architects DPC & Anr. v. HSCC (India) Limited, (2020) 20 SCC 760, the Petitioner has approached this Court by filing the present Petition for appointment of an Arbitrator.



5. Both sides are present in Court and have consented for appointment of Justice Adarsh Goel, Former Judge Supreme Court of India (Mob:9910213040) to be appointed as the sole Arbitrator to adjudicate upon the disputes between the parties.
6. In view of the fact that disputes have arisen between the Parties and there is an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the Parties.
7. Accordingly, Justice Adarsh Goel, Former Judge, Supreme Court of India (Mob: 9910213040) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
8. The learned arbitrator shall be entitled to fees as per the Schedule of Fees mentioned under the A&C Act.
9. The learned arbitrator is also requested to file the requisite disclosure under Section 12(2) of the A&C Act within a week of entering on reference.
10. 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.
11. 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.
12. The present petition stands disposed of in the above terms.

SUBRAMONIUM PRASAD, J

JANUARY 10, 2025

Rahul