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

+ **ARB.P. 1991/2025**

MS. INDU SANGWAN

.....Petitioner

Through: Mr. Arvind Chaudhary, Mr. Sachin Chaudhary, Ms. Ankita Niwas, Advs.

versus

M/S NEO DEVELOPERS PVT. LTD.

.....Respondent

Through: Mr. Jitender Chaudhary, Ms. Shilpa Chohan, Ms. Ritika Harplani, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("***the Act***") seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The brief facts of the case are that the petitioner entered into a Memorandum of Understanding with the respondent dated 18.04.2018, whereby she booked commercial space with the respondent on an "Assured Return Plan". For the same, the petitioner paid the entire consideration and a Buyers' Agreement was executed on 11.02.2021 between the parties.
3. Both the documents, i.e. Memorandum of Understanding and Buyers' Agreement contain an arbitration clause.



4. Clause No. 22 of the Buyers Agreement reads as under:
"Clause 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 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 the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. "
5. Clause 17 of the Memorandum of Understanding dated 18.04.2018 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 to a sole arbitrator to be appointed in terms of Arbitration and Conciliation Act, 2015. The award tendered by the arbitrator shall be final and binding upon the parties. The fee of the arbitrator and expenses of the arbitration shall be equally divided between the parties. The arbitration 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."
6. In view of the defaults, the petitioner invoked a fresh arbitration by issuing a legal notice dated 15.09.2025 and thereafter filed the present



petition.

7. Ms. Chohan, learned counsel appears on behalf of the respondent and states that the arbitration clause is admitted, however, the amounts are disputed. She states that the parties may be referred to mediation as there are possibilities of settlement.
8. Hence, the parties are referred to Delhi High Court Mediation Centre on 12.01.2026 at 4:00 p.m.
9. I am satisfied that there exists a valid arbitration Agreement and disputes between the parties which require adjudication through the arbitral mechanism, in the event the same are not settled amicably through mediation.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Laksh Khanna, Advocate (Mob. No. 9910900059) 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 arbitrator shall enter reference after a period of 8 weeks to enable the parties to try and settle the matter.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 22, 2025/sp