



\$~24

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 2048/2024**
MS. NISHI MEHRA

.....Petitioner

Through: Mr. Nipun Katyal, Mr. SPS Rana, Mr.
Manan Sharma, Adv.

versus

**M/S WTC NOIDA DEVELOPMENT COMPANY PRIVATE
LIMITED**

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
26.03.2025

%

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner approached the respondent and entered into an Agreement dated 23.04.2014 for purchase of commercial space in a commercial project being "WTC Spire One". As per the terms of the Agreement, the petitioner was assured return at the rate of 10% p.a.
3. The said Agreement contained arbitration clause being Article 17.2 which reads as under:-

"17.2 In case of any dispute between the parties hereto (including their successors) concerning this agreement or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator



nominated/appointed by the developer. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. Arbitration shall be held at New Delhi.”

4. Despite the petitioner having invested substantial amount in terms of the agreement, neither the assured returns have been given nor has the possession of the commercial space been provided to the petitioner. Hence, the petitioner invoked arbitration *vide* legal notice dated 06.12.2024.
5. As per the master data maintained by the Ministry of Corporate Affairs, the email ID of the respondent is shown as compliances.secretarial@gmail.com.
6. It is stated by Mr. Sharma, learned counsel for the petitioner that the email ID of the respondent still continues to be the same.
7. As per the affidavit of service, the respondent has been served at the said email ID.
8. I am satisfied that the respondent has been served. Despite service, there is nobody appearing on behalf of the respondent.
9. I am also satisfied that there are disputes between the petitioner and the respondent. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Harshit Agarwal, Adv. (Mob. No. 9811026362) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis 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.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025 / (MS)

Click here to check corrigendum, if any