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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 2000/2025**
M/S DESIGNERS POINT (INDIA) PRIVATE LIMITED & ANR.
.....Petitioners
Through: *Appearance not given.*

versus

SHRI VARENYDHISHAKT PRDHIESUBHAAG (ALIAS BABA SAHIB) & ORS.
.....Respondents
Through: **Ms. Gurmeet Bindra, Advocate for R-2 and 3**

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

% **ORDER**
28.11.2025

I.A. 29827/2025 & I.A. 29828/2025 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 2000/2025

1. The instant Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under an Agreement to Sell dated 19.08.2023.
2. The facts of the case as stated in the present Petition reveal that the dispute herein pertains to the family of Late Sardani Harbans Kaur. It is stated that due to the pendency of the Suit being CS (OS) No. 281 of 2017, a Memorandum of Family Settlement dated 10.07.2023 was arrived at between the family members of Late Sardani Harbans Kaur, basis which the suit was decreed in terms of the settlement. Pursuant to this, on 19.08.2023, an Agreement to Sell was executed between the Petitioners and the Respondents, wherein the Petitioners have agreed to purchase the suit



property being No. D-38, Defence Colony, New Delhi- 110024 (“**Subject Property**”) for a sum of Rs, 33,00,00,000/-. It is stated that the Petitioners, by way of an advance payment for the transfer of the subject property in its name, made a payment of Rs. 9,09,09,090/- to the Respondents.

3. In the meantime, a Suit being CS (OS) No. 569 of 2023 was filed by a third party which was disposed of on 11.09.2024.

4. Thereafter, a dispute arose between the Petitioners and the Respondent No. 1 regarding the implementation of the Agreement to Sell dated 19.08.2023 entered between the Petitioners and the Respondent Nos. 1 and 2.

5. The Petitioners, thereafter, filed a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 being OMP. (I) COMM. 323/2025, wherein interim orders have been passed by this Court on 14.08.2025 which reads as under:-

“3. This petition is filed on behalf of the Petitioners under Section 9 of Arbitration and Conciliation Act, 1996 inter alia seeking a direction restraining the Respondents, their assigns, representatives, heirs, agents etc. or any other person claiming through or under them from alienating, transferring, assigning, selling or in any manner creating third party rights in property bearing No. D-38, Defence Colony, New Delhi ('subject property').

4. Learned Senior Counsel for the Petitioners, on instructions, submits that Petitioners do not press reliefs (i) and (iii) at this stage.

5. Issue notice.

6. Counsels, as above, accept notice on behalf of the respective Respondents.

7. Ms. Gurmeet Bindra, learned counsel submits that Respondents No. 2 and 3 do not have any objection to



the restraint order being passed against Respondent No. 1 and support the Petitioners.

8. Mr. Jacob Benny, learned counsel appearing for Respondent No. 1 on advance copy of the petition, on instructions, submits that Respondent No. 1 has no intent to alienate or sell the subject property and/or encumber it in any manner.

9. Assurance of Respondent No. 1 is taken on record. Needless to state that the assurance given to the Court will bind Respondent No. 1.

10. Replies be filed by the Respondents within three weeks.

11. Rejoinders thereto, if any, be filed by the Petitioners within two weeks thereafter.

12. Vakalatnama will be filed by counsel for Respondent No. 1 during the course of the day.

13. List on 28.11.2025.”

6. A notice dated 22.08.2025 under Section 21 of the Arbitration and Conciliation Act, 1996, was sent by the Petitioners to the Respondents invoking Arbitration. It is stated that Clause 18 of the Agreement to Sell contains an Arbitration Clause which provides that disputes arising between the parties under the Agreement shall be decided by means of Arbitration and the seat of Arbitration shall be Delhi. It is stated by the Respondents, in their reply dated 26.08.2025, that they have no objection regarding appointment of an Arbitrator. The Petitioners have, therefore, approached this Court by filing the present Petition.

7. It is also stated that the parties have approached the DIAC for the appointment of arbitrator, but till now, no Arbitrator has been appointed for the said purpose.



8. 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.

9. Accordingly, Justice J.R. Midha, Former Judge of this Court (Mob: 9717495003) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

10. 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.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

12. 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.

13. Needless to say, nothing in this order shall be construed as an expression on the merits.

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

SUBRAMONIUM PRASAD, J

NOVEMBER 28, 2025

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