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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 2106/2024 & I.A. 49468/2024, I.A. 8495/2025, I.A.

22033/2025

YOGESH KUMAR YADAV

.....Petitioner

Through: Mr Vijay Kasana, Mr. Vasu Dev, Mr
Akshansh Gupta, Ms. Priya Mittal, Advs.

Versus

SUDHIR YADAV

.....Respondent

Through: Ms. Nandadevi Deka Adv., Mr.
Arunabha Ganguli Adv., Mr. shashwat Pratyush
Adv., Ms. Shubhra Chandu Sharma Adv

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.09.2025

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1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of an Agreement to Sell dated 12.10.2012.
2. The facts are that the petitioner and the respondent entered into an Agreement to Sell dated 12.10.2012, whereby the respondent agreed to sell the land/property (which had to be allotted to him under the scheme of Alternative Plots which the Land and Building Department, Delhi Administration, Govt. of NCT of Delhi) to the petitioner for a consideration of Rs. 18 lakhs. The entire amount was paid at the time of Agreement to Sell.
3. There is also an Agreement dated 12.10.2012 regarding appointment of an Arbitrator.



4. The arbitration clause is Clause 14 of the Agreement to Sell as well as the same is contained in the Agreement to appoint Arbitrator. The same reads as under:

" That in case any dispute may arises between both the parties in respect of the above said property, the matter shall be referred to a sole Arbitrator appointed by the attorney holder {s} of the First party or further attorney holder (s) of the First party. The decision of the said Arbitrator shall be binding upon all the parties to this deed for all intents and purposes."

5. However, the respondent was not allotted the plot as evident from the Minutes of Meeting dated 02.07.2019. The petitioner on getting to know about the same in 2022, invoked arbitration *vide* Legal Notice dated 05.10.2024, and thereafter, filed the present petition.
6. Ms. Deka, learned counsel for the respondent, states that the claims of the petitioner are time barred and therefore objects to the admissibility of the claims and further states that the disputes are not arbitrable in nature. However, she has no objection for appointment of an arbitrator as long as these questions are left open to be decided by the Arbitrator.
7. In the present case, admittedly, the Agreements bear the signature of the respondent. The Agreement to Sell contains an arbitration clause and as a referral Court, this Court is only required to see the existence of an arbitration clause and all other issues are to be decided by the Arbitrator.
8. I am satisfied that there is a valid Arbitration Agreement between the parties and there are disputes which need to be settled through arbitral mechanism. Whether the disputes are time barred is a mixed question



of fact and law.

9. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Arun Bali (Advocate) (Mob. No. 9999315171) 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 including the dispute that the claims are barred by limitation and the maintainability, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

10. Ms. Deka, learned counsel for the respondent has no objection to the matter being referred to the Mediation.

11. Hence, the learned Arbitrator shall enter reference after 12 weeks from 19.09.2025 and the parties shall appear before Delhi High Court Mediation Centre on 19.09.2025 at 4:30 P.M. to try and settle the matter.



12.The present petition is disposed of in the aforesaid terms.

SEPTEMBER 18, 2025/AS

JASMEET SINGH, J