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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 42/2025**

SUMAN KUMARIPetitioner
Through: Ms. Kritika Gupta, Advocate.

versus

**WTC NOIDA DEVELOPMENT CO. (P) LTD. &
ANR.**Respondents
Through: None.

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER
20.02.2025

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1. By way of present petition filed under Sections 11 (5) & (6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole arbitrator, to adjudicate upon the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties entered into a Loan Agreement dated 30.04.2019, Clause 36 whereof provides that disputes with respect to the Agreement shall be resolved through arbitration, to be held in accordance with provisions of the A&C Act and further designates Delhi as the place of arbitration. The petition is accompanied by a notice invoking arbitration dated 07.10.2024 issued under Section 21 of the A&C Act.
3. Learned counsel for the petitioner, while referring to the affidavit of service, submits that the respondents have been served at their business



address whereas an attempt to serve them at the residential address has remained unsuccessful. She further submits that besides the postal service at the business address, respondents have also been served through five email addresses. It is stated that in the past as well, respondents had sent communications through those very emails. Accordingly, the respondents are deemed to be served.

4. Today, neither the respondents are represented, nor any reply has been filed on their behalf. In view of the above, it appears that the respondents have no objection to the reference of the present disputes to arbitration.

5. Considering the aforesaid, this Court finds no impediment in referring the disputes between the parties to a Sole Arbitrator. Accordingly, present petition is disposed of with the following directions :-

- i) The disputes between the parties under the said agreement is referred to the Arbitral Tribunal.
- ii) Mr. Moksh Arora, Advocate (Mob: 9999061836) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) 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'). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.
- iv) The learned Arbitrator shall 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 on the existence and validity of the Arbitration agreement,



arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by 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.

MANOJ KUMAR OHRI, J

FEBRUARY 20, 2025

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