



\$~19

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 43/2025**
NETRA PAL SINGH

.....Petitioner
Through: **Mr. Anuj Arora & Mr. Naveen Gaur,**
Advs.

versus

MS SHREE BANKE BIHARI BUILDHOME PVT LTD
.....Respondent
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
17.03.2025

%

1. This is a petition seeking appointment of arbitrator to adjudicate the disputes between the parties.
2. In the present case, the respondent company invited application for allotment of residential apartments in proposed group housing society situated at Virindavan, Uttar Pradesh. The petitioner and respondent entered into an Agreement dated 19.12.2024 wherein the respondent agreed to sell one MIG flat having area of 824 sq. feet of space for the sale consideration of Rs. 23,51,000/- to the petitioner.
3. The agreement dated 19.12.2014 contains an arbitration clause No. 27 which reads as under:

27. Any disputes arising with reference to this contract shall be subject to arbitration and will be resolved as



per the procedures contains under Arbitration & Conciliation Act 1996 and the venue of arbitration shall be New Delhi only.

4. As per the Agreement, the petitioner made the initial payments. Since the respondent failed to provide the possession of the MIG flat, the petitioner issued notice under Section 21 on 05.09.2024 invoking the arbitration clause.

5. The respondent was served and on the last date of hearing, the respondent had sought a copy of the petition. The said copy of the petition has duly been supplied by speed post. However, today there is nobody appearing on behalf of the respondent.

6. I am satisfied that there are disputes pending between the petitioner and respondent and the same needs to be adjudicated by the Arbitral Tribunal in accordance with the arbitration clause.

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

- i) Mr. Aashneet Singh, Adv. (Mob. No. 9958864713) 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 17, 2025/GS

Click here to check corrigendum, if any