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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 64/2025**
M S RAJDARBAR HERITAGE VENTURE LTD

.....Petitioner
Through: Mr. Sandeep Sethi, Sr. Adv. with Ms.
Shraddha Deshmukh, Mr. Utkarsh
Kokcha, Mr. Sanchit Singh, Ms. Ria
Kumar, Advs.

versus

DALBIR SINGH YADAV & ORS.

.....Respondents
Through: Mr. Jayant Mehta, Sr. Adv. with Mr.
Chandra Shekhar Yadav, Mr. Astitva
Srivastava, Mr. Om Shelat, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
10.10.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the parties entered into a Collaboration Agreement ("**Agreement**") in October, 2021 for development of a multi-storied commercial complex. Under the said Agreement the respondents retained 30% of the total covered area along with a proportionate share in the undivided land beneath the complex referred to as referred to as the "Owner's Allocation". The Petitioner who was a



developer in the said Agreement, was entitled to the remaining 70% of the covered area.

3. The said Agreement contained an arbitration clause being Clause No. 40(a) which reads as under:

“40(a) That In the event of any question or dispute arising under in connection with incidental to and/or interpretation or scope of this Agreement or relating thereto the same shall be referred to Arbitration of two person one to be appointed by the builders and the other to be appointed by the Owners and the decision of the Arbitrators shall be final and conclusive. The provisions of the Arbitration & Conciliation Act, 1996 and the statutory modifications, amendments and/or re-enactment thereof from time to time shall apply to each arbitration. their own costs. The parties shall bear and pay charges and expenses of the proceedings before the Arbitrators. Delhi courts alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transactions.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 01.11.2024 and thereafter, filed the present petition.
5. Even though there is no signed copy of the Agreement on record, Mr. Sethi, learned senior counsel for the petitioner relies on Writ Petition bearing No. 16746/2006, filed by the petitioner before Punjab and Haryana High Court at Chandigarh, wherein the signing of the Agreement has been admitted. In that reference, paragraph No. 18 of



the Writ Petition bearing No. 16746/2006 reads as *under*:

“18. That it was thereafter especially after issuance of Award in September, 2000 that the petitioners also lost hope that the petitioners land would be released from acquisition. It was then that the petitioners were once again approached by the same developer/builder who had been successful in getting cleared the joint family land barring the land of the petitioners from acquisition proceedings. The builder/developer suggested to the petitioners to enter into a Collaboration Agreement whereby the said builder/developer would get the land of the petitioners released from acquisition proceedings and in return, the builder/developer would construct multi-storied Commercial Complex jointly with the land of the petitioners' relatives. As by that time, the petitioners had lost all hope of retrieving their land, hence the petitioners agreed to the suggestion of the builder/developed and signed the Collaboration Agreement in October, 2001. Copy of the Agreement dated October, 2001 is enclosed herewith as Annexure P-8.”

6. He states that in terms of Section 7 of the Arbitration and Conciliation Act, 1996, the existence of an Arbitration Agreement between the parties is made out.
7. Mr. Mehta, learned senior counsel for the respondents disputes the same and submitted that there are subsequent documents namely, Agreement to Sell dated 28.03.2002, Collaboration Agreement dated 06.06.2003, Power of Attorney dated 09.06.2003 and a Settlement



Agreement dated 18.08.2011 before the Mediator in Gurgaon, which shows that there is no valid arbitration agreement between the parties.

8. He further draws my attention to a Collaboration Agreement dated 06.06.2003 to show that the original Agreement of October, 2001, if existing, stood superseded.
9. A perusal of the aforesaid 3 documents show that the same have been executed between the respondents and another entity, namely M/s Uchit Properties Pvt. Ltd and not the petitioner herein.
10. The effect of the said documents between the respondents and M/s Uchit Properties Pvt. Ltd., which is controlled by the same Directors who control the petitioner, is not for this Court to see in a petition under Section 11 of the Arbitration and Conciliation Act, 1996. Admittedly, these documents are not executed between the petitioner and the respondents. However, the said objection is kept open to be adjudicated by the Arbitrator.
11. The parties have no objection to appointment of a sole arbitrator.
12. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Justice Sangita Dhingra Sehgal (Retd Judge, Delhi High Court) (Mob. No. 9717592061) 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, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 10, 2025/sp