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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ ARB.P. 133/2026

NIKHIL SACHAR

.....Petitioner

Through: Mr. Siddharth Sachar, Adv.

versus

WTC NOIDA DEVELOPMENT COMPANY PRIVATE LIMITED
& ANR.

.....Respondents

Through: Ms. Anindya Priyadarshi, Adv. for
R-1.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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12.02.2026

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act) seeking appointment of an Arbitrator for adjudication of disputes between the parties under the agreement dated 22.11.2018.
2. The Arbitration clause 36 of the Agreement provides for resolution of disputes, which reads thus:

“36. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which efforts shall be made for settlement through the process of mediation with assistance of any reputed mediation centres (like Mediation Centre established by



Delhi Government, Mediation Centre at Delhi High Court, Mediation Centre at Punjab & Haryana High Court, Mediation Centre at Allahabad High Court, Mediation Centre at Gujarat High Court etc.) situated either at New Delhi or at place where project is situated and at no other place. In case dispute remains unresolved even after mediation same shall be settled through the mechanism of Arbitration as provided under The Arbitration and Conciliation Act, 1996. Arbitrator shall be appointed by Promoter. Cost of Arbitration shall be borne by both parties. Seat and Venue of Arbitration shall be at New Delhi. Subject to the aforesaid mechanism of arbitration, unresolved disputes shall be settled through adjudicating officer appointed under the Act.”

3. Mr. Siddharth Sachhar, learned counsel appearing on behalf of petitioner submits that the above quoted clause mentions that in the event of any dispute arising between the parties, the same shall be settled amicably by mutual discussion, failing which efforts shall be made for settlement through the process of mediation with the assistance of any reputed mediation centres mentioned therein.
4. He submits that the disputes having arisen between the parties, the petitioner invoked the process of mediation. However, the mediation proceedings ended as non-starter.
5. Thereafter, the petitioner invoked arbitration by giving notice dated 05.12.2025 to the respondent, which did not elicit any response from the respondents, this led to the filing of present petition under Section 11 of the Act.
6. Notice in the petition was issued by this Court vide order dated 19.01.2026.
7. Ms. Anindyya Priyadarshi, Advocate has entered appearance on



behalf of the respondent no.1

8. On instructions, she does not dispute the arbitration clause, and further state that the respondent no.1 does not have objection in case the matter is referred to arbitration.

9. In view of the above, the present petition is allowed.

10. Accordingly, the dispute between the parties is referred to arbitration of Mr. Abhishek Mohan Goel, Advocate [Mob. 9172569818].

11. The arbitration shall be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and will be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

12. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

13. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

14. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 12, 2026

N.S. ASWAL