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

+ **ARB.P. 193/2026**

SANDEEP SINGH

.....Petitioner

Through: Mr. Raj Gaurav, Mr. Jaspreet Singh,
Advocates (M:9711960029)

versus

NEW LAND VISAS

.....Respondent

Through: Mr. Gurmukh Singh Arora, Advocate

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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06.04.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act") seeking appointment of a sole arbitrator for adjudication of disputes between the parties, arising out of the Retainer Agreement dated 20th January, 2025.
2. As per the facts on record, the petitioner had approached the respondent organisation for the expert consultation regarding the Australian Permanent Residency Visa filing process and Immigration Advice under the regulations of the Australian Government – Department of Home Affairs.
3. Pursuant to the representations and assurances made by the respondent, the Retainer Agreement was executed between the parties, titled "*Retainer Agreement – Australia Permanent Residency Visa (Subclass 186)*". In furtherance thereof, the petitioner paid a total sum of Rs. 26,00,000/- (Rupees Twenty-Six Lakh only) in various instalments towards the processing of the Subclass 186 visa.
4. The petitioner being aggrieved by the respondent in relation to the



visa process, and on account of the non-compliance of the respondent with the terms of the Retainer Agreement, was constrained to send a Legal Notice dated 09th June, 2025, seeking clarity about which visa process was being carried by the respondent for petitioner. Despite successful delivery of the legal notice, respondent neither replied to petitioner's legal notice nor refunded the amount.

5. Thus, on account of the disputes arising between the parties regarding refund, deficiency of services and breach of the Retainer Agreement, the petitioner invoked the Arbitration Clause, i.e., Clause 10 in the Retainer Agreement *vide* Notice under Section 21 of the Arbitration Act dated 03rd July, 2025. In response, the respondent issued a Reply dated 21st July, 2025 to the said Notice, wherein, the respondent concurred to the appointment of the proposed/nominee Arbitrator.

6. Pursuant thereto, the petitioner approached the proposed/nominee Arbitrator, however, the respondent despite agreeing to the appointment of an Arbitrator, later avoided appearance before the Arbitrator, thereby, frustrating the arbitration process.

7. Consequently, the petitioner filed a petition under Section 9 of the Arbitration Act for interim protection against the respondent before the District Judge (Commercial-06), South-East, Saket Court, Delhi, in case titled as '*Sandeep Singh vs M/S New Land Visas*' being case no. *OMP (I) (COMM.) 81/2025*, wherein, *vide* order dated 11th December, 2025, the Court directed the respondent to secure the disputed amount of ₹ 26,00,000 by creating a fixed deposit of the said sum, subject to lien and outcome of arbitration, while also directing the petitioner to initiate the arbitral process, within the stipulated time. Thus, the present petition came to be filed.



8. At this stage, the learned counsel for the petitioner draws the attention of this Court to the Arbitration Clause in the Retainer Agreement, i.e., Clause 10, which reads as under :

10. Dispute Redressal

Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Hon'ble High Court of Delhi.

Any further dispute shall be decided by the Court of competent jurisdiction of New Delhi only.

9. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates that in the event an arbitrator is not appointed by the parties within 14 days of written request by either of the parties, such appointment shall be made by this Court. It further provides that the seat of arbitration shall be New Delhi. In furtherance of the same, the petitioner has approached this Court.

10. Mr. Gurmukh Singh Arora, learned counsel for the respondent puts in appearance and submits that he has no objection if an arbitrator is appointed.

11. The Court notes that as per learned counsel for the petitioner, the petitioner has an approximate claim of Rs. 26 Lacs.

12. At this stage, learned counsel for the petitioner submits that the arbitration be conducted under the aegis and Rules of the Delhi International Arbitration Centre ("DIAC").

13. Accordingly, considering the submissions made before this Court, there is no impediment in proceeding with the appointment of an arbitrator.

14. Therefore, this Court is satisfied that there are disputes between the



parties and a valid Arbitration Clause, and accordingly, the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

15. Accordingly, the following directions are issued:

- i) Mr. Arjun Pant, Advocate (Mob: +91-9811071260) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- 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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- vi) 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.
- vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.

16. It is made clear that this Court has not expressed any opinion on the merits of the case.

17. Accordingly, the present petition is disposed of in the aforesaid terms.



18. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as to the learned Arbitrator, for information and compliance.

APRIL 6, 2026/au

MINI PUSHKARNA, J