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

\# **CNR No. DLHC010039862026**

\+ ARB.P. 237/2026

MS. ANITA JAIN .....Petitioner

Through: Mr. Pawan Kr. Choudhary & Ms. Huzaifa Ansar, Advocates.

versus

MR. MANOJ KUMAR & ANR. .....Respondents

Through: Mr. Sachin, Advocate for R-1.
Mr. Ramesh Kumar & Mr. Rishabh Jain, Advocates for R-2.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 18.11.2026

1. By way of this petition, under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of an Arbitrator to adjudicate the disputes arising between the parties under an agreement dated 10.10.2016 entitled "*Advance Receipt-cum-Agreement to Sell and Purchase*" ["the Agreement"].

2. I have heard learned counsel for the parties.

3. It is evident from the record that the Agreement was purportedly entered into between the petitioner and respondent No.1 herein. It contains a provision for resolution of disputes by arbitration [Clause 5].

4. The petitioner, contending that disputes had arisen under the Agreement, issued a legal notice dated 08.05.2024 to the respondents, claiming a sum of Rs. 1.7 crores from respondent No.1, in addition to Rs. 1.5 lakhs from respondent No.2, who is stated to have introduced the petitioner to respondent No.1. The petitioner also proposed the appointment of an Arbitrator for adjudication of the disputes. By a

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communication dated 06.06.2024, respondent No.1, through counsel, denied the existence of the Agreement itself. This led to the filing of the present petition.

5. Mr. Sachin, learned counsel for respondent No.1, reiterates that the Agreement is forged and fabricated, and the parties have not entered into any such document, including an arbitration clause.

6. The judgments of the Supreme Court in *Interplay Between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899, In Re* [(2024) 6 SCC 1], *SBI General Insurance Company Limited v. Krish Spinning* [(2024) 12 SCC 1] have circumscribed the role of referral court under Section 11 of the Act to a *prima facie* examination of formal existence of the arbitration agreement and not to enter into any other question. Even the question of fraud or forgery in the execution of the alleged agreement can be left to the Arbitrator for decision, as evident from the decisions of Coordinate Benches of this Court in *Sai Maa Vishnu Shakti Trust v. Shri Satua Baba Ashram Trust and Another* [2025 SCC OnLine Del 10047], and *Axis Finance Limited v. Mr. Agam Ishwar Trimbak* [ARB.P. 299/2025, decided on 08.08.2025].

7. Even according to the petitioner, the Agreement relied upon by the petitioner (although disputed by respondent No. 1) is only between the petitioner and respondent No.1. I am therefore of the view that the appropriate course is to appoint an Arbitrator to adjudicate the disputes between the said parties, leaving all rights and contentions of the parties open for adjudication by the learned Arbitrator. Mr. Pawan Kr. Choudhary, learned counsel for the petitioner, submits that, in addition to

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respondent No.1, certain other parties may also be required to be impleaded in the arbitral proceedings. This question is also left to be decided by the learned arbitrator.

8. In view of the above, and with the consent of learned counsel for the parties, the petition is disposed of with the following directions:

a. Mr. Rahul Kripalani, Advocate [Tel: 9953049776] is appointed as the Arbitrator to adjudicate disputes between the parties arising under the Agreement.

b. The arbitration will be held under the aegis of Delhi International Arbitration Centre ["DIAC"] and will be governed by the Rules of DIAC, including as to renumeration of the learned Arbitrator.

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

9. It is made clear that this Court has not adjudicated any contention with regard to respondent No.1's allegations of forgery, maintainability (including limitation), or merits of the petitioner's claims. It is open to the parties to raise their respective claims in this regard before the learned Arbitrator.

10. In the event the parties may seek impleadment of any third party, an appropriate application can be made before the learned Arbitrator, who may decide the same in accordance with law.

11. The petition, alongwith any pending applications, stands disposed of in the above terms.

PRATEEK JALAN, J

NOVEMBER 18, 2026/*"pv"/SM/*

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