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

+ **ARB.P. 256/2026 & I.A. 3523/2026, I.A. 3524/2026**

RAKHI JAIN

.....Petitioner

Through: **Mr. Abhiishek Bhaduri, Advocate**

versus

IMPERIA STRUCTURES LIMITED

.....Respondent

Through: **Mr. Tushar Sharma, Mr. Sachin Jain
and Mr. Ram Pawar, Advocates**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

09.04.2026

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1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996, for appointment of an arbitrator to adjudicate the disputes between the parties which have arisen under a Unit Buyer's Agreement dated 18.11.2016.
2. It is stated that under the said Agreement, a Unit in Virtual IT Space was allotted in favour of the Petitioner by the Respondent by stating that the Respondent is developing an IT Office Complex in Sector-62, Golf Course Extension Road, Gurugram, Haryana, with the name 'Imperia Mindspace'. It is stated that under the Agreement, the Petitioner was promised a certain amount of money as assured returns starting from 19.11.2016 till the date of possession.
3. It is stated that after making few payments, the Respondent stopped making the payments due to which the Petitioner approached the Haryana



RERA for redressal of its grievances. It is stated that the proceedings before the Haryana RERA were dismissed with a liberty being granted to the Petitioner for initiating appropriate steps.

4. In the meantime, the Respondent also underwent proceedings under the Insolvency and Bankruptcy Code, 2016 [“**IBC**”] which have come to an end meaning that the Respondent has come out of the IBC proceedings.

5. Clause 57 of the Agreement contains the arbitration clause which specifies that the seat of arbitration shall be Delhi.

6. It is stated that since Respondent was not regular in making payment qua assured returns as per the Agreement, the Petitioner invoked arbitration by issuing Notice dated 31.10.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 upon the Respondent.

7. Notice was issued in the Petition on 10.02.2026.

8. Mr. Tushar Sharma, learned Counsel enters appearance on behalf of the Respondent.

9. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause at Clause 57, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

10. Accordingly, Mr. Anand Venkataramani, Advocate (Mob. No. 9999791427) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

11. The arbitration would take place under the aegis of the Delhi International Arbitration Centre [“**DIAC**”] and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.



12. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks from the date of entering into reference.

13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

14. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

15. The Petition stands disposed of in the above terms, along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

APRIL 09, 2026

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