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

+ **ARB.P. 339/2026, I.A. 4833/2026 & I.A. 4834/2026**

M/S JALSA VENTURES PVT. LTDPetitioner

Through: **Mr. Swetank Shantanu and Mr. Ankit Kumar, Advs.**

versus

M/S AIRCON SYSTEMS INDIA PVT. LTD.Respondent

Through: **Mr. Kashish Narang and Ms. Geetanjali Sharma, Advs.**

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

20.03.2026

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1. The present petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are that the petitioner company is in the business of providing education related services. The respondent is a real estate developer and in 2019 came up with a project 'Anthurium'. The petitioner after seeing advertisement approached the respondent and on being satisfied booked two units A-214 and A-216 and paid Rs.8,17,402/- and Rs.4,27,290/- respectively as a booking amount. Consequent to which the respondent issued allotment letter dated 10.05.2019. The total consideration amount for A-216 was Rs.42,35,040/- for which a special payment plan was opted and it was assured that a rental amount per month would be paid by the respondent which the respondent failed to pay for the last five years and a total amount of Rs.6,87,960/- is due. Vide email dated 09.12.2021, the



respondent sent a letter dated 08.12.2021 stating that the unit allotted to the petitioner has been cancelled to which a reply dated 09.12.2021 was sent by the petitioner. On 11.12.2021, the petitioner visited the respondent office after which it was ensured that the letter was sent by mistake and the issue has now been resolved. On 16.12.2021, the petitioner sent an email for further assurance seeking response to the email dated 09.12.2021. The respondent demanded a raise consequent to which the petitioner paid Rs. 10 lakhs for unit A-214 and a receipt dated 28.06.2022 was issued. The respondent cancelled unit A-214 and threatened to cancel the allotment of A-216. The petitioner invoked the arbitration clause vide notice dated 03.12.2025. The respondent did not consent to the name of the arbitrator suggested by the petitioner. Hence, the present petition.

3. Learned counsel for the respondent on instructions has no serious objection for referring the matter to arbitration.
4. Accordingly, the petition is allowed by appointing Mr. Abhishek Semwal, Advocate (Mobile No.9891488079) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.
5. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC). Fee of the Arbitrator shall be fixed as per fee schedule.
6. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.
7. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties and it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.



8. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

MARCH 20, 2026
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