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

+ **ARB.P. 415/2026**

GOLDY NAGDEV

.....Petitioner

Through: Mr. Rahul Malhotra, Ms. Padamja
Sharma, Ms. Tuhina Kakkar and Mr.
Aryan Jha, Advocates
Mob: 9818239462
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versus

MR PANKAJ NAGDEV AND ORS.

.....Respondents

Through: Mr. Rajnish Sinha, Mr. Siddharth
Shankar, Mr. Aashutosh Sharma and
Ms. Aadiya Sinha, Advs. for R-1 & 2
Mob: 9811713162
Email:
aadiya@rsalawconsultants.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

13.03.2026

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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, which have arisen between the parties in relation to the Memorandum of Understanding ("MoU") dated 08th August, 2022.

2. The said MoU pertains to division and allocation of business territories, operational rights, assets and immovable properties of respondent no. 3-company and Late Mr. Jetha Nand Nagdev, who was the father of



petitioner and respondent no. 1 and the husband of respondent no. 2. The disputes between the parties arise out of non-performance/non-execution of various obligations under the MoU.

3. Learned counsel appearing for the petitioner has drawn the attention of this Court to the MoU dated 08th August, 2022 between the parties, which contains an Arbitration Clause, i.e., Clause 4 in the following manner:

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4. - DISPUTE RESOLUTION

a. This MOU shall be governed by the laws of India. If any dispute, controversy or claim between the Parties arises out of or in connection with this MOU, including the breach, termination or invalidity thereof (“Dispute”), the Parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably.

b. The complaining Party may serve a written notice of such dispute to the other Party and if the Parties are unable to resolve the Dispute amicably within 30 days of service of the Dispute Notice, then the Dispute shall be settled by arbitration.

c. Any dispute between the Parties shall be finally settled by arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator.

d. The Parties have mutually agreed to appoint Mr. Anil Aggarwal as the sole arbitrator to settle all the differences and disputes arising from or incidental to the issues hereinabove dealt with in this MOU.

e. The venue of arbitration shall be New Delhi and the proceedings shall be conducted in English language. Each Party shall bear its own costs of arbitration.

f. The decision of the arbitrator shall be final and binding on the Parties.

g. The Courts of New Delhi shall have jurisdiction in respect of all disputes arising in relation to this MOU.

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4. It is further submitted that a notice under Section 21 of the Arbitration



Act, invoking aforesaid Clause 4, was sent to the respondents *vide* a letter dated 23rd January, 2026.

5. Pursuant to receipt of the said notice, only respondent no. 2 reverted to the same by rejecting the name of the proposed Arbitrator, while respondent no. 1 did not issue any response.

6. Thus, the present petition has been filed.

7. Issue notice. Notice is accepted by learned counsel appearing for the respondents who submits that the claims as sought to be raised by the petitioner are not arbitrable, as the same ought to be a subject matter of proceedings before the National Company Law Tribunal (“NCLT”).

8. However, the aforesaid submissions are disputed by learned counsel appearing for the petitioner.

9. On a pointed query, learned counsel appearing for the petitioner submits that the claims of the petitioner will go beyond Rs. 50 Crores.

10. He further submits that the arbitration ought to be held under the aegis of the Delhi International Arbitration Centre (“DIAC”).

11. Learned counsel appearing for the respondents submits that while reserving their objections as aforesaid, they have no objection if the disputes are referred to an Arbitrator.

12. Accordingly, considering the submissions made before this Court, the following directions are issued:

- i) Justice (Retd.) Sanjay Kishan Kaul, Former Judge, Supreme Court of India, (Mob: +91-9818000370) 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 the Delhi International Arbitration Centre, Delhi High Court, Sher



Shah Road, New Delhi (“DIAC”).

- 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 respondents to raise counter-claims, if any, in the arbitration proceedings.
 - vi) It is made clear that all the rights and contentions of the parties, including, as to the arbitrability and maintainability 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 by the DIAC.
13. Accordingly, the present petition is disposed of in the aforesaid terms.
14. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MARCH 13, 2026
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