$~1

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

% ***Date of Decision: 29th October, 2026***

\# **CNR No. DLHC010157572025**

\+ ARB.P. 544/2025

RAKHEE VINOD ARORA .....Petitioner

Through: Mr. Aditya Kumar, Mr. Parv Verma, Mr. Ish Chopra, Advocates.

versus

ROYAL COUNTRY HOMES PRIVATE LIMITED & ORS. .....Respondent

Through: Mr. Rajat, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

1. The present petition has been filed under Section 11of *Arbitration and Conciliation Act*, 1996 ("said Act") and seeks appointment of Sole Arbitrator.

2. The disputes are in relation to a "*Lease Agreement"* dated 03.08.2021 (between petitioner and respondent No. 2) as well as in relation to *"letter of allotment"* dated 18.09.2021 (relating petitioner and respondent No.1).

3. As per broad averments made in the petition, a *"Lease Agreement"* was executed whereby petitioner was assured about allotment of one unit at Country Homes at Omaxe Eternity Vrindavan Project. She was also given to understand that, unit proposed to be allotted to her, would be leased out.

4. Learned counsel for petitioner submits that the petitioner had to file a separate petition under Section 9 of the *"said Act"* seeking relief against creation of any kind of third party interest in her such unit and also for securing her amount.

5. Such petition was taken up by the learned District Judge (Commercial Court)-02, West, Tis Hazari Courts on 25.01.2025. The same was allowed

Signature Not Verified
Digitally Signed
By:SONIA THAPLIYAL
Signing Date:31.10.2026
12:03:08

and the respondents were restrained from creating any third party interest in such unit and also were restrained from disposing of the same. It is submitted that such order has already attained finality as it was never challenged by the respondents.

6. Learned counsel for petitioner submits that the entire payment has already been made but despite that, neither the possession has been handed over, nor lease has been given effect to. Learned counsel for petitioner submits that despite their best efforts to find out amicable resolution of the matter the petitioner tried to contact the respondents, before invocation of the arbitration, but they avoided meeting on one pretext or the other and did not come forward.

7. Notice of invocation of arbitration has been issued on 29.01.2025 and the total outstanding claim of the petitioner in relation to all the respondents is of approximately of Rs. 47,00,000/-.

8. The reply is not on record, *albeit*, learned counsel for petitioner submits that he has already received advance copy, thereof.

9. Learned counsel for respondent has joined the proceedings through *video-conferencing* and refutes the above contentions. However, while reserving all his preliminary objections, rights and contentions, he states, on instructions, that he would have *no objection* to the appointment of Arbitrator. He has also *no objection* if the arbitration is conducted under the aegis of *Delhi International Arbitration Centre* (DIAC).

10. The Court has also seen the relevant Arbitration Clauses i.e. Clause19.2 of "*Lease Agreement"* and Clause No. 51 of *Allotment Letter.* As per the terms of the *Agreements,* the place of Arbitration has been agreed to be of New Delhi.

Signature Not Verified
Digitally Signed
By:SONIA THAPLIYAL
Signing Date:31.10.2026
12:03:08

11. In view of the above, the petition stands disposed of with the following directions:-

i) The disputes between parties concerning said agreements are referred to arbitration.

ii) Mr. Avadh Bihari Kaushik, Advocate-on-Record [Mobile No. 9811455431] is appointed as Sole Arbitrator to adjudicate the same.

iii) The arbitration will be held under the *aegis* of *Delhi International Arbitration Centre*, New Delhi (DIAC) and would be governed by Rules of DIAC. The fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost and Arbitrator's fees) Rules 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *the said Act* prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of the claim and any other preliminary objections as well as merits of claim or counter claim, if any, are left open for adjudication by the learned Arbitrator.

vi) The parties shall approach DIAC within two weeks from today.

(MANOJ JAIN)
JUDGE

OCTOBER 29, 2026/*sw/sk*

Signature Not Verified
Digitally Signed
By:SONIA THAPLIYAL
Signing Date:31.10.2026
12:03:08