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

% ***Date of Decision: 01st October, 2026***

\# **CNR No. DLHC010318112026**

\+ ARB.P. 1195/2026

WOODLAND (AERO CLUB) PVT LTD

.....Petitioner

Through: Mr. Abhijit Mittal, Ms. Shaivya Singh, Mr. Adi Roychowdhury, Advocates.

versus

M/S AMBIENCE DEVELOPERS AND INFRASTRUCTURE PVT LTD

.....Respondent

Through: Mr. P.K. Agrawal, Ms. Sanjoli Gupta, Mr. Akshay Chitkara and Ms. Muskan Sahni, Advocates.

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 11(5) of *Arbitration and Conciliation Act, 1996* (hereinafter referred to as '*the Act*') and petitioner seeks appointment of independent Sole Arbitrator for adjudication of disputes between the parties.

2. The petitioner was desirous of taking on lease a property located in Ambience Mall, Gurugram and agreement was executed between the parties on 17.03.2011.

3. Owning to commercial non-viability, the petitioner, eventually, terminated the agreement and sought refund of his dues, including the security deposit.

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4. Admittedly, earlier, on account of their being an *arbitration clause* in the agreement, arbitrator was appointed, *albeit*, unilaterally by respondent and Award was passed against the petitioner herein on 30.08.2019. His claim was dismissed, primarily, for the reason that the claim was filed against wrong party.

5. The petitioner, feeling aggrieved, filed a petition under Section 34 of *the Act* before the learned District Judge (Commercial Courts) and his such petition was dismissed on 31.05.2024. It filed an appeal under Section 37 of *the Act* and learned Division Bench of this Court, *vide* order dated 02.12.2025, has set aside the Award, *inter alia*, as under:-

> *"17. In view of above discussion, the Arbitrator suffered from two ineligibilities. First, he could not have proceeded with the arbitral proceedings as one of the parties was not signatory to the arbitration agreement. Second, he was appointed unilaterally by ADIPL.*
> *18. Therefore, learned District Judge has erred in upholding the award. Consequently, the impugned judgment dated 31.05.2024 of learned District Judge and impugned award dated 30.08.2019 are held invalid because of the reason the Arbitrator was de jure ineligible to proceed with the arbitral proceedings. Accordingly, the impugned arbitral award, entire arbitral proceedings as well as impugned judgment of learned District Judge are hereby set aside. Appeal is allowed."*

6. It is in the abovesaid backdrop that the prayer is made for appointment of arbitrator.

7. Learned counsel for respondent has opposed the present petition and also makes reference to paragraph No. 15 of the order dated 02.12.2025, passed by the learned Division Bench.

8. However, during course of the arguments, learned counsel for respondent, without prejudice to his rights and contentions, submits that he would have no objection to the appointment of arbitrator. He submits that he

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would raise all the preliminary legal issues during the arbitral proceedings by moving appropriate application.

9. In view of the above and with the consent of the parties, the present petition stands disposed of with the following directions:-

i) The disputes between parties concerning said agreement dated 17.03.2011 are referred to arbitration.

ii) Mr. Sughosh Subramanyam, Advocate [KAR/1422/2018; Mobile No. 8178879503], who is present in item 5 and 6 listed before this Court today, is appointed as Sole Arbitrator to adjudicate the same.

iii) Learned Sole Arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of *the Act* or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

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

v) All the rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

(MANOJ JAIN)
JUDGE

OCTOBER 1, 2026/ss/sa

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