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

+ **ARB.P. 1306/2025**

MUBARAK GHANIM S. A. AL SALEHPetitioner

Through: Mr. Sarthak Rana, Advocate

Mob: 7017402174

Email: sarthakrana72@gmail.com

versus

MRS. MASROORA BANURespondent

Through: Mr. Faisal Ishtiaque, Adv. (Through
VC)

Mob: 9999956214

Email: advfaisalishtiaque@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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08.04.2026

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 between the parties arising out of a Memorandum of Understanding dated 13th March, 2025 ("MoU"), executed between the parties.
2. As per the facts on record, the respondent was engaged in a joint business association with the petitioner through the partnership firm, namely New Core Trading Company, operating in Qatar and dealing in the trade of iron, aluminium, wood, tiles, and allied materials.
3. Subsequently, in October 2021, New Core Trading Company availed a loan facility from the petitioner for an amount of QAR 700,000/- (Qatari



Riyal Seven Hundred Thousand only), with an agreed repayment structure comprising of monthly instalments of QAR 11,800/- (Qatari Riyal Eleven Thousand Eight Hundred only) for a period of 60 months, along with a profit of QAR 1,600/- (Qatari Riyal One Thousand Six Hundred only) and management fees of QAR 2,500 (Qatari Riyal Two Thousand Five Hundred only).

4. Thereafter, the MoU dated 13th March, 2025 was executed between the parties, wherein, the respondent acknowledged a consolidated outstanding liability of QAR 1,201,007/- (Qatari Riyals One Million Two Hundred One Thousand and Seven only) and undertook to repay a sum of QAR 300,000/- (Qatari Riyals Three Hundred Thousand only) within three months, i.e., by 13th June 2025, with the balance amount to be settled thereafter.

5. It is the case of the petitioner that the respondent has continued to be in default in their re-payment liabilities under the said MoU, therefore, the petitioner invoked the Arbitration Clause, i.e., Clause 7 in the MoU *vide* Notice under Section 21 of the Arbitration Act dated 08th July, 2025, to which no response was filed by the respondent, despite receipt of the said Notice.

6. This Court notes that the Arbitration Clause is contained in Clause 7, of the MoU dated 13th March, 2025, which is reproduced as under:

“xxx xxx xxx

7. It is further agreed that in case of any dispute arises between the Parties in repaying the loan amount to the Bank in Qatar, the dispute shall be referred to the Arbitrator first. Arbitrator shall be appointed by either of the Parties after serving advance notice seeking consent for the appointment of Arbitrator and Arbitration proceeding shall be held either in Chennai or in Delhi, if necessary.

xxx xxx xxx”



7. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes to a Sole Arbitrator. Further, the Arbitration Clause shows that the seat of arbitration can be either in Chennai or at New Delhi.
8. Mr. Faisal Ishtiaque, learned counsel appearing for the respondent submits that he does not dispute the Arbitration Clause, and has no objection if an Arbitrator is appointed.
9. The Court notes that as per the petition, the claim raised by the petitioner is approximately for an amount of Qatari Riyals 3 Lacs (Approx. Indian Rs. 76-77 lacs).
10. Considering the no objection given by learned counsel appearing for the respondent, this Court finds no impediment in appointment of an Arbitrator.
11. Therefore, this Court is satisfied that there are disputes between the parties and a valid Arbitration Clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.
12. Accordingly, following directions are issued:
 - i. Mr. Sandeep Mahapatra, Advocate, (Mobile No.: 9811472444, 7205874456) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
 - iii. The 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 there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application



before this Court.

- iv. It shall be open to the respondent to raise counter-claims, if any, in the arbitration proceedings.
 - v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi. The parties shall approach the Arbitrator within two (2) weeks, from today.
13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.
14. The petition is disposed of in the aforesaid terms.
15. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 8, 2026/SK