



\$~26

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

+ ARB.P. 1517/2025

ANIL KUMAR JAIN & ANR.

.....Petitioners

Through: Mr. Asim Naeem and Ms. Cherry
Gupta Ania, Advs. (Through VC)

versus

M/S NEO DEVELOPERS PVT. LTD.

.....Respondent

Through: Mr. Jitender Chaudhary, Ms. Shilpa
Chohan and Mr. Mohit, Avds.

M: 9810494638

Email: juris_consult@rediffmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

%

26.02.2026

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**"), seeking appointment of a Sole Arbitrator to resolve the disputes between the parties arising out of the Memorandum of Understanding ("**MoU**") dated 04th August, 2016.
2. This Court notes that on the last date of hearing, i.e., 17th February, 2026, the following was recorded by this Court:

*"1. Judgment dated 24th December, 2025 has been rendered by the Division Bench in FAO (COMM) 204/2025, as per which, even if a dispute is referred to the Real Estate Regulatory Authority ("**RERA**"), the matter can be referred to arbitration, as the two remedies are distinct and separate.*

2. Accordingly, this Court is of the view that there is no impediment in appointment of an Arbitrator in the present batch of cases.

3. Learned counsel for the respondent seeks an accommodation for today, on the ground that the main counsel is not available.

4. Accordingly, at request, re-notify on 26th February, 2026."



3. In pursuance to the judgement dated 24th December, 2025 passed by the Division Bench in *FAO (COMM) 204/2025*, the present matter is taken up by this Court, as the parties herein have not approached the Real Estate Regulatory Authority (“**RERA**”), and seek their remedies under the arbitration mechanism.

4. As per the facts before this Court, the respondent has developed a commercial complex, i.e., “*NEO Square*”, on the land situated at *Sector-109, Dwarka Expressway, Gurgaon, Haryana*, wherein the petitioners had booked a space admeasuring 250 sq. ft. (23.225 sq. mt.) at 3rd Floor, *Food Court*, having Unit No. 77, which was allotted to the petitioners, and the parties entered into the MoU dated 04th August, 2016.

5. Learned counsel for the petitioners submits that disputes arose between the parties as despite the petitioners paying the entire sale consideration, the respondent has failed to complete the project in the stipulated period of 36 months and handover the possession of the said property.

6. Subsequently, the petitioners issued the Legal Notice dated 23rd May, 2025 to the respondent, thereby, invoking the arbitration clause, i.e., Clause 17 of the MoU dated 04th August, 2016, under Section 21 of the Arbitration Act.

7. It is submitted that no response has been made by the respondent to the said Legal Notice, hence the present petition came to be filed.

8. Learned counsel appearing for the petitioners draws the attention of this Court to the MoU dated 04th August, 2016 between the parties, wherein, the Arbitration Clause as enumerated in the MoU, is reproduced as under:

“xxx xxx xxx



17. That in case of dispute and differences between the parties arising out of or in relation to this MOU, the matter shall be referred for arbitration to a sole arbitrator to be appointed in terms of Arbitration and Conciliation Act, 2015. The award tendered by the arbitrator shall be final and binding upon the parties. The fee of the arbitrator and expenses of the arbitration shall be equally divided between the parties. The proceedings shall be governed by Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be New Delhi alone and the language of arbitration shall be English. The award given by the arbitrator shall be final and binding between the parties.

xxx xxx xxx”

9. At this stage, learned counsel appearing for the respondent submits that he does not deny the arbitration clause, i.e., Clause 17 of the MoU dated 04th August, 2016. However, he submits that there is no Builder-Buyer Agreement in the present case that has been filed or relied upon.

10. Perusal of the aforesaid arbitration clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes between the parties to Sole Arbitrator, with venue of arbitration proceedings being New Delhi.

11. This Court takes note of the submission made by learned counsel appearing for the petitioners that the petitioners have a claim of approximately Rs. 24.75 Lacs against the respondent.

12. Accordingly, this Court is satisfied that there are disputes between the parties and there is a valid arbitration clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

13. Accordingly, the following directions are issued:

- i. Ms. Sapna Nirwan, Advocate, (Mobile No.: 9999450823; 8882695524, 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 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 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.

14. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

15. The present petition, is disposed of in the aforesaid terms.

16. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

FEBRUARY 26, 2026/KR