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

\# **CNR No. DLHC010997812025**

\+ ARB.P. 2062/2025

POLICE OFFICERS MULTI STATE CO-OPERATIVE HOUSING SOCIETY LIMITED .....Petitioner

Through: Mr. Mayank Wadhwa, Ms. Eeeha Shukla, Mr. Akshat Chauhan and Ms. Muskan Goel, Advocates.

versus

SUMER SINGH RANA & ANR. .....Respondent

Through: Mr. Apoorv Jain, Mr. Sankalp Srivastava and Mr. Kansihk Arora, Advocates for R1.
Col. Rajnish Soni/R2 (in person).

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 29.10.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter, "the Act"], the petitioner seeks appointment of a sole Arbitrator to adjudicate the disputes between the parties under a Memorandum of Understanding dated 31.01.2007 [hereinafter, "the MoU"].

2. I have heard Mr. Mayank Wadhwa, learned counsel for the petitioner, Mr Apoorv Jain, learned counsel for respondent No. 1, and respondent No. 2, who appears in person.

3. Upon inquiry of the Court, respondent No. 2 states that he does not

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wish to engage counsel.

4. The MoU admittedly contains an arbitration clause [Clause 18], which provides for adjudication of disputes by arbitration. Delhi has been designated as the venue of the arbitration, and the Courts at Delhi have been conferred exclusive jurisdiction.

5. Disputes having arisen between the parties, the petitioner invoked arbitration by a communication dated 22.09.2025, addressed to both the respondents. The communication did not elicit a response, which has led to the filing of the present petition under Section 11(6) of the Act.

6. Mr. Jain resists the appointment of an arbitrator on the following two grounds:

a. That the MoU concerns provision of land and necessary licences and permits for development of a group housing scheme by the petitioner, but the developer by the name of M/s Sri Sat Sahib Housing & Infrastructure Development Company has not been made a party.

b. That the parties have also filed several suits against each other arising out of the same MoU and connected documents.

7. Col. Rajnish Soni submits that, although he was party to the original MoU dated 31.01.2007, he retired from the partnership firm on 05.05.2010, and that all subsequent transactions were only between the petitioner and respondent No. 1. He, therefore, submits that he should be deleted from the array of parties.

8. Having heard learned counsel for the parties, the position which emerges is that the existence of the arbitration clause in the MoU, to which all three parties were signatories, is undisputed. In these

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circumstances, I am of the view that the submissions advanced by the respondents concern matters which can be relegated to the decision of the learned Arbitrator.

9. As far as Mr. Jain's first submission is concerned, it may be noted that the developer – M/s Sri Sat Sahib Housing & Infrastructure Development Company is, in fact, a proprietorship concern of respondent No. 1 himself. Be that as it may, the aforesaid argument of Mr. Jain and the arguments of Col. Soni can be addressed by permitting the parties to seek addition or deletion of parties before the learned Arbitrator, which the learned Arbitrator may decide in accordance with law. Further, the learned Arbitrator can always consider imposition of an appropriate order of costs, if it is found that any party has been unnecessarily dragged into arbitral proceedings.

10. As far as the pendency of civil suits between the parties is concerned, it is Mr. Wadhwa's contention that the only civil suit filed by the petitioner herein was for reliefs which are not amenable to arbitration under the aforesaid MoU at all. This issue also falls within the ambit of disputed questions of arbitrability, which the Arbitrator is competent to decide.

11. Having regard to the above, I am of the view that an Arbitrator is required to be appointed to adjudicate the disputes between the parties, leaving all questions of addition/deletion of parties, arbitrability, and merits open for adjudication by the learned Arbitrator.

12. Consequently, the petition is disposed of with the following directions:

a. Hon'ble Ms. Justice Rekha Palli, former Judge of this Court [Tel:

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9810012120] is appointed as the Arbitrator to adjudicate disputes between the parties under the MoU dated 31.01.2007.

b. The arbitration will be held under the aegis of the Delhi International Arbitration Centre ["DIAC"] and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

c. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

13. It is open to the parties to request the learned Arbitrator to conduct the proceedings by video conferencing, if convenient.

14. It is clarified that this Court has not expressed any opinion on the merits of the disputes or on the objections raised by the respondents. All rights and contentions of the parties, including those relating to the arbitrability and maintainability of the claims and the merits of the disputes, are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

OCTOBER 29, 2026
tg/KA/

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