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

+ ARB.P. 2121/2025

DELHI AND DISTRICT CRICKET ASSOCIATION.....Petitioner

Through: Mr. Dhruv Pande and Mr. Shivansh
Tripathi, Advs.

versus

**M/S MSL ONE DEVELOPERS (FORMERLY KNOWN AS MSL
JANGID JV)Respondent**

Through: Mr. Moazzam Khan, Mr. Prince
Kumar, Mr. Abhishek Vats and Mr.
Vedant, Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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06.02.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act) seeking appointment of an arbitrator to adjudicate the dispute between the parties under the agreement dated 10.12.2019.
2. Mr. Dhruv Pande, learned counsel appearing on behalf of the petitioner at the outset submits that in the memorandum of parties, the respondent has inadvertently been mentioned as M/s MSL One Developer, instead of M/s MSL One Developers Pvt. Ltd.
3. The petitioner is granted liberty to file amended memo of parties within a period of one week from today with correct name of the respondent.
4. The agreement dated 10.12.2019 provides for resolution of disputes by arbitration. The relevant arbitration clause is Article 7 of the agreement,



which reads thus:

“ARTICLE – 7: ARBITRATION AND JURISDICITON

1. Both parties at the first instance should try their best to resolve their disputes to mutual satisfaction through negotiations.

2. Any and all dispute(s), disagreement(s) and controversies arising in any manner which cannot be settled by mutual agreement between DDCA and the Contractor, shall be submitted to arbitration. Each party shall nominate one arbitrator and two arbitrators in turn shall nominate an umpire. In case two arbitrators do not agree on any particular matter, the decision of the umpire shall be taken as final and binding on the parties. The jurisdiction shall be Delhi. All other provisions of Arbitration Act, 1996 as amended from time to time shall apply. Cost of Arbitration will be borne by the party including this clause. The jurisdiction shall be Delhi.”

5. The agreement was executed in Delhi and the clause also mentions that the jurisdiction shall be in Delhi.
6. The dispute having arisen between the parties, the petitioner invoked the arbitration by communication dated 22.08.2025.
7. Since, the notice did not elicit any response, the petitioner approached this Court under Section 11(6) of the Act.
8. After the notice was issued in the present petition, Mr. Moazzam Khan, Advocate has entered appearance on behalf of the respondent.
9. Mr. Khan submits that the claim itself is barred by limitation.
10. Though the arbitration clause provides that each party shall nominate one arbitrator and the two arbitrators in turn shall nominate an umpire, however, the learned counsels for the parties are *ad idem* that a sole arbitrator may be appointed to adjudicate the disputes.
11. At the stage of proceedings under Section 11(6) of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the



arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.

12. A perusal of the agreement dated 10.12.2019 shows that there is an arbitration clause in the said agreement, and the respondent is also not averse to the matter being referred to arbitration. Therefore, the petition is allowed.

13. Accordingly, the dispute between the parties is referred to arbitration of Mr. Rakesh Kumar Dhawan, Advocate [Mob. 9899775330, Email ID: rkdhan9@gmail.com]

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

15. It is made clear that all rights and contentions of the parties including the issue of limitation are left open for adjudication by the learned Arbitrator. The parties are at liberty to request the learned Arbitrator to treat the question of limitation as a preliminary issue.

16. 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.

17. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 6, 2026

N.S. ASWAL