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

+ **ARB.P. 125/2026**

RAJESH RAI

.....Petitioner

Through: Mr. Rohan Rai and Ms. Amisha Ray,
Adv.

versus

DELHI DEVELOPMENT AUTHORITY

.....Respondent

Through: Mr. Tushar Sannu, Ms. Ankita
Bhadoriya and Ms. Payal Rajput,
Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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28.03.2026

[This matter is being taken up today, in view of notification dated 27.02.2026, whereby on account of holiday declared on 02.03.2026, all the matters listed on the said date were directed to be listed on 28.03.2026]

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act (the Act) the petitioner seeks appointment of arbitration to adjudicate the disputes between the parties under the agreement E-Auction (January 2020) of Expandable Housing Plots Properties on 'as is where is basis'.

2. Clause 1.11 of the E-Auction document/agreement contains an arbitration clause which provides for an appointment of an Arbitrator for settling the disputes between the parties. The said clause reads thus:

"1.11 Disputes: In case of disputes, only Local Courts in Delhi shall have jurisdiction. The Parties shall endeavor to settle by mutual conciliation any claim, dispute, or



controversy ("Dispute") arising out of, or in relation to this Auction. Any Dispute shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be conducted in Delhi. The arbitration proceedings shall be conducted in the English language.

**The 'Plot' w.r.t. these terms and conditions means a piece of vacant land, including any construction thereon. The term will have the same meaning throughout this text. The successful allottee shall have. permission to raze the existing structure and reconstruct a house of the 'plot' as per layout plan to be approved by DDA.*

3. Mr. Tushar Sanu, learned counsel appearing on behalf of respondent/DDA does not dispute the arbitration clause. However, he *inter alia* contends that the claims are barred by limitation.

4. 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.

5. Since, there is no dispute as to the arbitration clause, the petition is, therefore, allowed and the disputes between the parties are referred to the arbitration of Mr. Kailash J. Kashyap, Advocate [Mob. 9599392030, Email- kailash.jk09@gmail.com].

6. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

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



8. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitral Tribunal.
9. The respondent is also at liberty to request the Arbitrator for treating the issue of limitation as a preliminary issue.
10. The petition stands disposed of.

VIKAS MAHAJAN, J

MARCH 28, 2026

N.S. ASWAL