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

+ **ARB.P. 295/2026 & I.A. 4039/2026**

NAJANI KHATOON

.....Petitioner

Through: Mr. Deepak Agarwal and Mr. Sumit
Kumar Agarwal, Advocates

versus

UMA SHARMA

.....Respondent

Through: Mr. Karan Singh, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

06.04.2026

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1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate the disputes that have arisen between the parties under an Agreement to Sell and Purchase dated 18.03.2024 (*hereinafter referred to as "Agreement"*).

2. Material on record indicates that the Petitioner was interested in purchasing a property being Flat No.112, 3rd Floor, Street No.12, Khasra No.445, Mahipalpur, New Delhi - 110037 ("**Property**") and for this purpose, she came in contact with the Respondent through a broker. The Respondent introduced himself as the owner of the Property.

3. The sale consideration for the Property was fixed at Rs.21,50,000/- and an Agreement to Sell dated 07.10.2023 was entered into between the parties. The Petitioner made full and final payments towards the



consideration and thereafter, executed various documents including an undertaking, Agreement to Sell and Purchase, Will, Possession Letter, General Power of Attorney, etc., on 18.03.2024.

4. Material on record further indicates that on 24.10.2025, some bank officials arrived at the Property and affixed a newspaper at the door. On enquiry, the Petitioner came to know that the Respondent had availed a loan from Bank of India, by mortgaging the Property. The said newspaper was an E-Auction Sell Notice of the said Property by the Bank of India, which was taking steps under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, against the Property.

5. The Agreement to Sell and Purchase contains an arbitration clause, which was invoked by the Petitioner *vide* a Notice dated 01.11.2025 under Section 21 of the Arbitration and Conciliation Act, 1996. The said Notice was not replied to by the Respondent. Hence, the present Petition came to be filed by the Petitioner.

6. Notice was issued in the Petition on 13.02.2026.

7. Mr. Karan Singh, learned Counsel, enters appearance on behalf of the Respondent.

8. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Mr. Vivek Gurnani, Advocate, Advocate (Mob. No.9584487160) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre [“**DIAC**”] and would abide by its rules and



regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks from the date of entering into reference.

12. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

13. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

14. The Petition stands disposed of in the above terms, along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

APRIL 6, 2026

S. Zakir