HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Arbitration Application No. 85/2023
CNR: RJHC020573942023 | URN: ARBAP / 104U / 2023

DB Corp Limited, Cin L22210GJ1995PLC047208, Through Its Authorised Representative Shree Rahul Agarwal S/o Shri Radhe Shyam Agarwal Aged About 40, Years, Situated At 280, Sarkhej Gandhinagar Highway, Near Ymca Club Markarba, Ahmedabad, Gujarat-380051, Also At 10, Jln Marg, Malviya Nagar Jaipur, 302017 Rajasthan.

----Petitioner/Applicant

Versus

1. Indo Crystal Private Limited, Through Its Authorized Signatory Having Registered Office At Plot No. F-125, Industrial Area, Malviya Nagar, Jaipur, 302017, Rajasthan.
2. Innoventive Build Estate Through, Its Authorised Signatory Having Registered Office At 736, Sector-14, Gurugram, 122007, Haryana.

----Non-Applicants/Respondents

For Petitioner(s)	:	Mr. Akshay Dutt Sharma
For Respondent(s)	:	Mr. Prashant Daga, Ms. Khushi Kabra, Mr. Ajay Singh Rajawat & Mr. Anurag Sharma

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HON'BLE THE CHIEF JUSTICE MR. SANJAY K. AGRAWAL

Order

23/11/2026

1. The petitioner/applicant has preferred this arbitration application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as ‘the Act of 1996’) for appointment of an arbitrator.

2. This is a second round of litigation. In the first round of litigation, the award was passed but ultimately the award was set

aside vide order dated 18.01.2023, leading to file fresh application for appointment of an arbitrator.

3. Heard learned counsel for the parties and perused the material available on record.

4. Clause 6.6 of the Agreement contains the Arbitration Clause which states as under:

> "**6.6 Dispute Resolution:** If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the question as to whether the termination of this Agreement by one Party hereto has been legitimate or any other reason whatsoever, the Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts which attempt shall continue for not less than ten (10) days, gives seven fifteen (15) days' notice thereof to the other Party in writing.
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> In case of such failure, the matter will be dealt under the Arbitration and Conciliation Act."

5. The notice has been served to the non-applicants on 12.06.2023.

6. In view of the arbitration clause 6.6 of the Agreement and since notice for demand of arbitration has already been sent to the non-applicants, this Court considers it a fit case for appointment of an arbitrator.

7. Accordingly, this Court appoints Mr. D.P. Sharma (Retd. District Judge), R/o C-11 Radha Nikunj, Muhana Mandi Road/Iskon Temple Road, Mansarovar, Jaipur, 302020, as an Arbitrator to decide the disputes without prejudice to the rights and contentions raised in the present application.

8. The Arbitration Application stands allowed. The arbitration fees shall be determined in accordance with the Fourth Schedule of the Act of 1996, as amended. The fee of the Arbitrator will be equally borne by both the parties.

9. The non-applicants are at liberty to raise all the objections during the course of arguments before the Arbitrator.

10. Copy of this order be sent to the appointed Sole Arbitrator.

(SANJAY K. AGRAWAL),CJ

DA/1/Amit/RIYA