



2025:DHC:3396



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

Date of decision: 05.05.2025

+ O.M.P.(I) (COMM.) 152/2025

HIND TRADEX LIMITED

....Petitioner

Through: Mr. Mohit Chaudhary and Mr. Kunal Sachdeva, Advs.

versus

VEEKAS HAANDAA & ORS.

....Respondents

Through: Mr. Amit Saxena, Adv. for R-1, 2, 3 and R-4

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CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J (ORAL):

O.M.P.(I) (COMM.) 152/2025

1. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 ['Act of 1996'] against the Respondents in terms of Clause 6 & 8 of Development Agreement dated 07.12.2022 invoking the arbitration agreement recorded at Clause 17 of the Development Agreement dated 07.12.2022. The Petitioner, Respondent Nos. 2, 3 and 4 are signatories to the said Development Agreement dated 07.12.2022.

2. The clause 17 of the Development Agreement dated 07.12.2022 read as under: -



“17. GOVERNING LAW AND DISPUTE RESOLUTION

“17.1. The Agreement shall be governed by, and construed in accordance with, laws of India and subject to sub-clause below, only the Courts at New Delhi shall have exclusive jurisdiction on all the matters and disputes pertaining to this Agreement as a court under 2(1)e of the Indian Arbitration & Conciliation Act, 2016 (as amended).

17.2. In the event of any dispute(s) or difference(s) and /or claim(s) between the Parties arising out of this Agreement or in relation thereto, during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision(s) of this Agreement, the Parties shall endeavour to settle such dispute(s) amicably. In the event no amicable resolution or settlement is reached between the Parties within a period of thirty (30) days from the date of notice being served by either Party upon the other that a dispute or difference has arisen, such dispute or difference shall be referred to a sole arbitrator to be mutually agreed by the Developer and Land Pooling Party/Parties. The arbitration proceedings shall be as per the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force.

17.3. The arbitration award passed by the sole arbitrator shall be final and binding on the Parties hereto. The arbitrators shall be entitled to give interim awards and directions, which shall be binding on the Parties. The language of arbitration proceedings shall be English. The venue and seat of arbitration proceedings shall be New Delhi. Nothing shall preclude a Party to this Agreement from seeking interim or injunctive relief or both, from the Court having competent jurisdiction to grant the same.”

3. Mr. Amit Saxena, Advocate has entered appearance on behalf of Respondent Nos. 1, 2, 3 and 4 on advance service. He states he will file his vakalatnama during course of the day. He states that there is no dispute as regards the existence of the arbitration agreement. He states that Respondent Nos. 2, 3 and 4 have no objection to the reference to arbitration; however, he disputes the allegations made in the petition.

4. It is a matter of record that Respondent no. 1 is not a party to the arbitration agreement accordingly, Petitioner agrees that no reference can be made with respect to Respondent no. 1.



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5. Since, the existence of the arbitration agreement is admitted and the arbitration clause stands invoked, with the consent of the parties, Petitioner, Respondent Nos. 2, 3 and 4 are hereby referred to arbitration to be presided over by a sole Arbitrator. Further, with the consent of the parties, Hon'ble Mr. Justice G.S. Sistani Former Judge, High Court of Delhi [Mob. No. 9871300034] is appointed as a sole Arbitrator to adjudicate the disputes between the parties, with the following directions: -

- a. The present petition filed under Section 9 of the Act of 1996 shall be placed before the sole Arbitrator to be treated as petition filed under Section 17 of the Act of 1996. The Respondent will file its reply to this petition within one (1) week from today.
- b. With the consent of the parties, arbitral proceedings will be held under the aegis of the Delhi International Arbitration Centre ('DIAC'). The arbitral proceedings will be governed by the rules of DIAC.
- c. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996 as amended by the rules of DIAC or as the parties may agree.
- d. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference and in the event, there is any impediment to the appointment of on that count, the parties are given liberty to file an appropriate application in this Court.
- e. List the matter before before the Sole Arbitrator on 08.05.2025 for a preliminary hearing.



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6. Since there is an urgency of hearing in the matter, there may be unavailability of venue at DIAC. Accordingly, the parties have agreed that the arbitral sittings will be held outside DIAC and the costs with respect to venue and all attendant services will be borne by the parties equally. It is ordered accordingly.

7. It is clarified that all rights and contentions of the parties, including on maintainability/arbitrability of the claims and on merits, are left open for adjudication by the learned Arbitrator and nothing said in this order is an expression on the merits of the case.

8. Since, the parties have been put to notice of the next date of hearing, no fresh notice be issued to the parties.

9. Copy of this order be sent to the learned sole Arbitrator and Organizing Secretary, DIAC for information and compliance.

10. With the aforesaid directions, this petition stands disposed of.

11. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

MAY 5, 2025/hp/MG

[Click here to check corrigendum, if any](#)