



2025:DHC:10073



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

Date of Decision: **06.11.2025**

IN THE MATTERS OF:

+ ARB.P. 1722/2025

M/S YASSHDEEP BUILDERS LLP

.....Petitioner

Through: Mr. Sunil Dalal, Sr. Adv. with Ms. Rishi Agrawala, Ms. Aarushi Tiku, Mr. Vikram Choudhary, Mr. Kumar Satyam Agarwal, Mr. Ankit Rana, Ms. Shipra Bali, Mr. Sarthak Malhotra and Ms. Muskan Sethi, Advs.

versus

BREEZ BUILDERS AND DEVELOPERS PVT. LTD

.....Respondent

Through: Mr. Ravindra Shrivastava, Sr. Adv. with Ms. Shruti Verma, Mr. Boudhik Garg, Mr. Atharv Joshi, Ms. Kavya Verma, Mr. Lakshya Gupta and Mr. Tarun Bhagchandani, Advs.

+ O.M.P.(I) (COMM.) 302/2025, I.A. 23780/2025, I.A. 23945/2025 & I.A. 23946/2025

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CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

ARB.P. 1722/2025

1. There are two petitions, one is under Section 11 of the Arbitration and Conciliation Act, 1996 ['Act'] and another under Section 9 of the Act.
2. The dispute between the parties arises out of the Limited Liability Partnership Agreement dated 30.04.2018, read with the addendum dated 20.12.2022. Clause 32 of the said agreement expressly provides for the constitution of an arbitral tribunal.
3. During the course of submissions, Mr. Ravindra Shrivastava, learned Senior Counsel appearing for Breez Builders and Developers Pvt. Ltd., and Mr. Sunil Dalal, appearing for Yassh Deep Builders LLP and Others, submitted that instead of constituting an arbitral tribunal as contemplated, a sole arbitrator may be appointed.
4. In these circumstances, since a dispute has admittedly arisen between the parties and an arbitration clause exists, there is no impediment to the



appointment of a sole arbitrator with the consent of both sides.

5. Accordingly, Ms. Justice Shalinder Kaur, Former Judge Delhi High Court (Mobile No: +91 9910384702, e-mail id: sallydaljit@gmail.com) is appointed as the sole Arbitrator.

6. 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.

7. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

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

9. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the said order be sent to the Sole Arbitrator through electronic mode as well.

10. Accordingly, the instant petition stands disposed of.

O.M.P.(I) (COMM.) 302/2025, I.A. 23780/2025, I.A. 23945/2025 & I.A. 23946/2025

1. With respect to the prayer made in Section 9 petition, Mr Shrivastava has drawn the attention of this Court to paragraph No.XIII of the reply and he contends that he be granted liberty to make a proper application under Section 17 before the arbitrator who has been appointed by this Court. In the meantime, the stand taken by other side be placed on record.

2. Mr. Dalal has no objection and he contends that even otherwise also,



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the respondents are bound by their statement.

3. Under these circumstances, the Court leaves all issues open for the parties to be agitated before the appointed arbitrator. The same shall be considered in accordance with law.

4. In the meantime, statement of Mr. Dalal is taken on record that the parties shall be bound by the same.

5. Petition stands disposed of.

6. All the rights and contentions are left open; however, the same shall remain subject to variation by the sole arbitrator.

PURUSHAINDRA KUMAR KAURAV, J

NOVEMBER 6, 2025/p/amg