



2026:DHC:695



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

**Date of decision: 27.01.2026**

+ O.M.P.(I) (COMM.) 492/2025, I.A. 525/2026 (For issuance of Necessary Directions) & I.A. 2218/2026 (For Dir.)

IPEX INFRASTRUCTURE PVT. LTD. ....Petitioner

Through: Mr. Varun Chandiok, Mr. Pardeep Dhingra and Mr. Nishant Kumar, Advocates.

versus

KRISHNA CONSTRUCTIONS & ORS. ....Respondents

Through: Mr. Abhishek Malhotra, Senior Advocate along with Mr. Kartikay Dutta and Ms. Anukriti Trivedi, Advocates for R-1 to R-3.

Ms. Parul Gurudev and Mr. Pankaj Gupta, Advocates for R-4.

Mr. Prabhas Bajaj, Mr. Rishabh Yadav and Mr. Harsh Chauhan, Advocates for Applicant in I.A. 2218/2026.

**CORAM:  
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

% **J U D G E M E N T (Oral)**

1. The present petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, [**“the Act”**] relates to a Memorandum of Understanding dated 03.11.2025 [**“MoU”**] and the disputes which have arisen in respect thereof, seeking interim orders.

2. Learned counsel appearing for the parties jointly submit that



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instead of adjudication of this petition on merit by this Court, the present *lis* be referred to arbitration, and till the time the learned Arbitrator(s) enter into reference, the arrangement as of today may be continued.

3. This Court finds that the suggestions made by the parties are reasonable and appropriate.

4. Since the learned counsel for the parties are *ad idem*, and the dispute between the parties is the subject matter of an Arbitration clause, being Clause 14 of the MoU, the parties herein waive their right to issue notice under Section 21 of the Act and to file a Petition under Section 11 of the Act.

5. For the sake of convenience, the Arbitration clause being Clause 14 of the MoU, is reproduced hereunder:

“14. Dispute if any shall be resolved through Arbitration by the parties.”

6. In view of the foregoing, the disputes as arisen between the parties, are referred to the Arbitration.

7. Accordingly, **Ms. Vibha Mahajan Seth, learned Senior Advocate** (e-mail : [vibhsmj@yahoo.com.sg](mailto:vibhsmj@yahoo.com.sg) & Mobile No. **9810702410**), who is empanelled with the DIAC, is appointed as the sole Arbitrator.

8. 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.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering of



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reference.

10. The Registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

11. 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.

12. 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.

13. Accordingly, the present petition under Section 9 of the Act be treated as an application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering reference.

14. The applications filed on behalf of the Indian Medical Association may also be transferred to the learned Arbitrator for consideration.

15. The present interim order will continue to operate till the time the learned Arbitrator adjudicates the application under Section 17 of the Act.

16. Accordingly, the present petition along with pending applications, if any, stands disposed of.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**JANUARY 27, 2026/tk/her/jk**