



2026:DHC:8773



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CNR No. DLHC010371922026

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ARB.P. 1389/2026

MRS ROHINI SHARMA BHARDWAJ

.....Petitioner

Through: Mr. Rishub Kapoor, Advocate.

versus

IMPERIA STRUCTURES LIMITED

.....Respondent

Through: Mr. Tushar Sharma and Mr.
Ram Pawar, Advocates.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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01.10.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Act") seeking appointment of an independent Sole Arbitrator for adjudication of disputes arising between the parties in relation to the allotment of Flat/Unit No. 1002, Tower No. 2¹, in the Respondent's project "Imperia Mirage Homes" at Jaypee Greens Sports City, Gautam Buddh Nagar, Uttar Pradesh.

2. Clause 32 of the Terms and Conditions forming part of the Confirmation Letter dated 01.11.2018 provides for arbitration as a method of disputes resolution and reads as follows:

"32. That all the disputes or disagreements arising out of in connections with or in relation to this allotment and the same shall be mutually discussed and settled between the parties. However, the disputes which cannot be amicably settled and be finally decided by arbitration and the sole arbitrator in such a case shall be appointed by the Company whose decision shall be final and binding between the parties. The arbitral proceedings shall take

Signature Not Verified ¹ "Subject premises" hereinafter

Signed By: GUNN ARB.P. 1389/2026
Signing Date: 06.10.2026
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place as per the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof accordingly. The place of arbitration shall be at Delhi alone.”

3. It is borne out from the record that the Petitioner *vide* notice dated 09.07.2026 invoked the arbitration clause in terms of Section 21 of the Act.

4. Mr. Tushar Sharma appears on behalf of the Respondent and submits that he has no objection in referring the matter to the arbitration.

5. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement².

6. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties.

7. Further, the parties are *ad idem* with respect to the reference of the disputes to arbitration. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

8. Accordingly, Mr. Sagar Saxena, Advocate, (Mob. No. 9871156571) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.



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9. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two weeks of entering reference.

10. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

12. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

13. The Registry is directed to send a receipt of this order to Mr. Sagar Saxena, learned Arbitrator through all permissible modes including email.

14. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

OCTOBER 1, 2026/pa