

(2026) 08 DEL CK 4515

In the Delhi High Court, Principal Bench, New Delhi

Case No : O.M.P.(I) (COMM.) 214/2026

Hemant Kumar Gautam

APPELLANT

Vs

Subhash Chandra Arora & Ors.

RESPONDENT

Date of Decision : 04-08-2026

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 9, 11(6), 11, 12(2), 17

Citation : (2026) 08 DEL CK 4515

Hon'ble Judges : Om Prakash Shukla, J

Bench : Single Bench

Advocate : Ms. Chandreyee Maitra, Ms. Soumya Singh, Mr. Vinod Kumar, Mr. Sumit Marwah, Ms. Gurmeet Bindra

Judgement

1. Since the parties are *ad idem* with regard to reference of the dispute to arbitration, with consent of the learned Counsel for the parties, the present petition under Section 9 of the Arbitration and Conciliation Act, 1996 is treated as a petition under Section 11(6) of the Act for appointment of an arbitrator.

2. The disputes between the parties arise out of a Memorandum of Understanding dated 21.11.2023 executed in respect of sale of the property bearing no. Plot No. C-31, Okhla Industrial Area Phase -I, New Delhi – 110020.

3. The Petitioner alleges breach of the obligation under the said MOU by the Respondents and has invoked the arbitration agreement contained in clause 28 and 29 thereof, by issuance of invocation notice dated 18.04.2026. The Respondents do not dispute the existence of the arbitration agreement and have no objection to the appointment of a sole arbitrator.

4. Respondent No. 3 has filed its reply, which is on record. A perusal thereof reveals that there is no specific denial of existence of arbitration Clause contained in the MOU.

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 agreement.

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, Ms. Disha Wadekar, Advocate (Mob. No. +91-9028761168) 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.

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. 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 Ms. Disha Wadekar, learned Arbitrator through all permissible modes including email.

14. Petitioner is at liberty to file Section 17 application before the learned Sole Arbitrator who shall decide the matter expeditiously preferably within two weeks.

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

FOOTNOTES

1. "the Act" hereinafter
2. "the MOU" hereinafter