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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010241592026
+ ARB.P. 954/2026, I.A. 14926/2026
MR. VIJAY CHIBPetitioner
Through: Mr. Jatin Rana, Adv.

versus

M/S SARVPRIYA SECURITIES PRIVATE LIMITED
.....Respondent
Through: Ms. Akansha Singh, Mr. Yash
V. Singh, Mr. Vibrant Deshwal
and Mr. Vijay Gupta, Advs.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% **07.08.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of a Sole Arbitrator to adjudicate the disputes arising out of the Memorandum of Understanding² dated 17.06.2022 executed between the parties.

2. The Petitioner is allottee and owner of the aforesaid commercial unit, which was purchased from the Respondent under a Conveyance Deed/Builder-Buyer Agreement dated 17.06.2022.

3. It is the case of the Petitioner that he continued to receive the agreed rental returns until June 2024, after which it is alleged that only partial payment was made and that no further rental amounts were paid despite repeated requests.

¹ "the Act" hereinafter



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4. The Petitioner claims that rental dues amounting Rs.19,74,746/- remain outstanding.

5. It is borne out from the record that an Arbitration Agreement is contained in Clause 12 of the MOU dated 17.06.2022.

6. The Petitioner invoked the Arbitration proceedings by issuing a notice dated 11.03.2026 under Section 21 of the Act.

7. Ms. Akansha Singh, learned Counsel appearing for the Respondent submits that Respondent has no objection to the appointment of a Sole Arbitrator to adjudicate the disputes arisen between the parties.

8. 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 agreement³.

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

10. 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.

² “the MOU” hereinafter

³ **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**



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11. Accordingly, Ms. Hemlata Rawat (Advocate) (Mob. No. 9811022733) 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. The Registry is directed to send a receipt of this order to Ms. Hemlata Rawat, learned Arbitrator through all permissible modes including email.



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

OM PRAKASH SHUKLA, J

AUGUST 7, 2026/ss