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

# **CNR No. DLHC010298102026**

+ **ARB.P. 1128/2026**

**M/S JAHREET INFRA PRIVATE LIMITED** .....Petitioner

Through: Ms. Sunanda Tulsyan, Mr.  
Akhil, Mr. Sunil Chaudhary,  
Ms. Babita Rawat and Ms.  
Kashish M, Advs.

versus

**M/S GROVY INDIA LIMITED AND ANR** .....Respondents

Through: Mr. Aditya Wadhwa, Mr.  
Arunav Sarma and Mr.  
Abhyankar Panth, Advs. for R-  
1.

**CORAM:**

**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA**

**JUDGMENT(ORAL)**

% **16.09.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996<sup>1</sup> seeking appointment of a Sole Arbitrator for adjudication of the disputes arising between the parties out of and in connection with the Construction Agreement executed in or about June 2022.

2. The dispute between the parties arises in relation to the construction and development of the subject property and alleged breaches by the Respondents, including incomplete construction, use of inferior and sub-standard materials and failure to provide various facilities and documents in terms of the agreed specifications.



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3. Clause 29 of the Construction Agreement contains the arbitration agreement between the parties and reads as follows:

29. That in case any dispute and/or differences arise between the parties regarding the terms and conditions or implementation thereof then the same shall be referred to the sole arbitration of a mutually appointed arbitrator, whose decision shall be final and binding upon the parties. The place of Arbitration shall be at New Delhi and the provisions of Arbitration and Conciliation Act, 1996 shall apply to such proceedings.

4. It is further borne out from the record that the Petitioner invoked arbitration agreement *vide* notice dated 04.02.2026.

5. Respondent No.2 is a proforma party and there is no relief sought against Respondent No.2.

6. Mr. Abhyankar Panth, learned Counsel appearing for Respondent No.1 submits that he has no objection to the relief sought in the present petition for reference of the disputes to the Arbitrator.

7. 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.

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

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<sup>1</sup> “Act” hereinafter



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9. 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.

10. Accordingly, Mr. Amandeep Joshi, Advocate (Mob. No. 9818065100) 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 three weeks from today.

11. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act.

12. 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.

13. 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.

14. 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



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observations contained in the present order.

15. The Registry is directed to send a receipt of this order to Mr. Amandeep Joshi, learned Arbitrator through all permissible modes including email.

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

**OM PRAKASH SHUKLA, J**

**SEPTEMBER 16, 2026/gunn**