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

CNR No. DLHC010387392026

+ **ARB.P. 1483/2026**

RAJA SHARMA & ORS.

.....Petitioners

Through: **Mr. Sameer Nandwani, Advocate**

versus

MAHANAGAR TELEPHONE NIGAM LTD

.....Respondent

Through: **Mr. Prashant Sharma, Ms. Nidhi Kaur Sethi, Advs.**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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24.08.2026

1. The present Petition has been filed by the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes between the Parties.
2. It is the case of the Petitioner that the property bearing No.JC-42, Khirki Extension, Malviya Nagar, New Delhi-17 was leased to the Respondent by the grandfather of Petitioner No.1 for a period of ten years commencing from the date of unregistered Lease Agreement dated 15.06.2002 at a monthly rent of Rs.74,578/-. It is stated that the lease was continued mutually *vide* Unregistered Lease Agreement dated 07.02.2019 at a monthly rent of Rs.1,03,774/-.
3. It is stated that the grandfather of Petitioner No.1 passed away 19.11.2019 and consequently the property devolved upon the Petitioners in



terms of the Will dated 18.03.2019 and the joint bank account maintained with the Punjab National Bank devolved exclusively in favour of Petitioner No.2.

4. It is stated that the Respondent was duly informed about the demise of grandfather of Petitioner No.1 and was requested to deposit the monthly rent in the account of Petitioner No.2.

5. It is stated that on 18.11.2021, the Petitioners received a sum of Rs.2,41,876/0 towards rent, purportedly for a period of two months, during which the monthly rent was stated to be Rs.1,20,938/-. It is stated that the said amount was transferred to the bank account of Petitioner No.2, however, the actual amount payable for the said period was Rs.1,50,355/- per month in terms of the Lease Agreement.

6. It is stated that the Petitioners *vide* email dated 29.09.2022 requested the Respondent for payment of arrears of Rs.25,29,896/- and the Respondent *vide* communication dated 09.05.2023 intimated their intention to vacate the property on or before 30.06.2023.

7. It is stated that *vide* email dated 27.06.2023, the Respondent informed the Petitioners that he was restrained from vacating the premises and was not permitted for removal of the machinery and equipment prior to the clearance of outstanding arrears amounting to Rs.40,073,230/-.

8. It is stated that reply-cum-demand notice dated 30.06.2023 was sent by the Petitioners to the Respondent in response to the communication dated 09.05.2023 and email dated 27.06.2023.

9. It is stated that *vide* email dated 30.06.2023, the Respondent informed the Petitioners that the tenanted premises will be vacated on or before 30.06.2023. However, the same was not adhered to by the Respondent.



10. It is stated that the Respondent handed over possession of the premises *vide* Possession Letter dated 24.09.2024 but failed to clear the outstanding rent arrears amounting to Rs.65,94,325/-.

11. It is stated that in May, 2025, WP(C) 8324/2025 was filed by the Petitioners for clearance of outstanding dues by the Respondent, and the same is pending adjudication.

12. It is stated that a Demand-cum-Arbitration Notice dated 08.05.2026 was issued to the Respondent for payment of outstanding amounts of Rs.81,76,964/- till May, 2026 and invoked Clause 7 of the Unregistered Lease Agreement dated 07.02.2019 which provides for resolution of disputes through arbitration.

13. It is stated that since the notice under Section 21 of the Arbitration & Conciliation Act issued by the Petitioner on 08.05.2026 invoking arbitration has not been replied to by the Respondent, the Petitioner has filed the present petition for appointment of an arbitrator.

14. Issue notice.

15. Learned Counsel enters appearance on behalf of the Respondent. Service is complete.

16. Accordingly, Mr. Bhakti Vardhan Singh, Advocate (Mob No: 9818249711) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

17. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would be subject to its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

18. The learned Arbitrator is also requested to file the requisite disclosure



under Section 12(2) of the Arbitration Act within three weeks of entering reference.

19. 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.

20. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

21. The present Petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

AUGUST 24, 2026

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