



ARB.O.P(COM.DIV).No.223 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.09.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

ARB.O.P(COM.DIV).No.223 of 2025

M/s.PAV Warehouse,
No.20, Pillaiyar Koil Street,
Parivakkam, Chathiram,
Chennai-600 056.
Represented by its Partner,
Mr.A.Kumaravel

Petitioner

Vs.

M/s.Delhivery Limited,
N24-N34, S24-S34,
Air Cargo Logistics Centre-II,
Opposite Gate 6 Cargo Terminal,
IGI Airport, Southwest Delhi,
New Delhi-110 037.

Respondent

Prayer: Arbitration Original Petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the Lease Agreement dated 01.02.2024.

For Petitioner : Mr.S.Karunamoorthy

For Respondent : Mr.Richardson Wilson



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ORDER

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This Arbitration Original Petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996, [hereinafter referred to as 'the Act'], for appointment of a Sole Arbitrator to adjudicate the disputes between the petitioner and the respondent in terms of the lease agreement dated 01.02.2024.

2. Heard Mr.S.Karunamoorthy, learned counsel appearing for the petitioner and Mr.Richardson Wilson, learned counsel appearing for the respondent.

3. The petitioner and the respondent entered into a lease agreement dated 01.04.2022, wherein, the term of lease was fixed as 11 months from 01.04.2022. The agreement was renewed subsequently and the last renewal was on 01.02.2024 upto 31.12.2024.

4. The premises was vacated by the respondent and the respondent had failed to remit the monthly rent and stopped all payments from March 2024. Thus, according to the petitioner, as of 28.01.2025, there was outstanding rent and the accrued interest of Rs.2,73,36,848/- with



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additional shortfall of Rs.18,53,751/- in TDS Deposits.

5. The agreement itself contemplated referring the dispute to the Arbitrator under clause 30 which reads as hereunder:-

“All the disputes arising about the interpretation of the terms and conditions of this Lease Deed and/or matters connected with the lease of Leased Property shall be referred for arbitration to be conducted by mutually agreed Sole Arbitrator at Delhi in English language. This Lease Deed shall be subject to the jurisdiction of the Chennai Court only.”

6. The trigger notice dated 03.02.2025 under Section 21 of the Act, was issued by the petitioner and thereafter, the present petition has been filed.

7. The respondent has filed a counter affidavit. The respondent has taken a stand that both the parties had agreed to have the seat of arbitration at New Delhi and therefore, the present petition filed before this Court is not maintainable.



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8. This Court carefully considered the submissions made on either side and the materials available on record.

9. The relevant arbitration clause has been extracted supra. On a careful reading of the said clause, it is seen that both the parties have agreed to have Delhi as the seat of arbitration. Thus, the parties by agreement have decided to fix the venue of arbitration at Delhi. In a case of this nature, where the parties have agreed the venue to be the seat of arbitration, the same has to be acted upon and therefore, if at all the arbitration proceedings are conducted, it can only be done at Delhi.

10. In the light of the above discussions, the present petition filed before this Court is not maintainable. It is left open to the petitioner to approach the High Court at Delhi and seek for the appropriate relief.

11. This Arbitration Original Petition is, accordingly, disposed of. There shall be no order as to costs.



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ssb

Index:Yes/No

Speaking order/Non-speaking order

NCC:Yes/No



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ssb

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