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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 336/2025**
ASHOK KUMAR BHAGATPetitioner

Through: Appearance not given

versus

M/S KARIGARI RESTURANT PVT LTD & ORS.Respondent
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
28.05.2025

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1. The parties were referred to mediation but the mediation has failed. Hence, the petition is taken up for hearing.
2. This is a petition filed under section 11 of Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.
3. On 03.02.2023, a Lease Agreement was executed between the petitioner and the respondents.
4. Mr. Tiwari, learned counsel for the petitioner states that it is only respondent No. 1 who is a signatory to the Lease Agreement and respondent Nos. 2 to 5 are directors. There are no disputes between the petitioner and the respondent Nos. 2 to 5 and hence, they shall be deleted from the array of parties. It is ordered accordingly.
5. The lease Agreement contains an arbitration clause being clause No. XIV which reads as under:



“Arbitration: This Contract shall be governed by and construed in accordance with the laws of India. Any dispute, controversy or difference which may arise out of or in connection with or in relation to this Contract, or for the breach thereof, shall unless settled by amicable arrangements between the parties hereto without undue delay, be settled by arbitration conducted in accordance with the Indian Arbitration & Conciliation Act, 1996. The Sole Arbitrator shall be mutually appointed by both the parties. If the Parties fail appoint to a Sole Arbitrator within 30 days from the date when the Claimant's Request for Arbitration has been received by the other party, the Sole Arbitrator shall be appointed as, per provisions of Arbitration and Conciliation Act 1996 or any statutory modification, Amendment or re enactment thereof and the rules made there under. The award thereof shall be final and binding upon the parties hereto and judgment on such award may be entered in any court or tribunal having jurisdiction thereof.”

6. Since there disputes between the parties, the petitioner invoked arbitration vide legal notice dated 23.07.2025 and 15.10.2025. Thereafter, the present petition has been filed.
7. Despite the last order, no reply has been filed by the respondents and there is nobody appearing on behalf of the respondents.
8. I am of the view that there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’)



- will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
- ii) The arbitration will be held under the aegis and rules of the DIAC.
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The petitioner shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 28, 2025/sp

[Click here to check corrigendum, if any](#)