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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 524/2025**
YOGESH JAINPetitioner

Through: Mr. Kunal Kher, Adv.

versus

ALS EDUNATION PVT LTDRespondent
Through: Mr. Abhishek Kumar Dwivedi, Adv &
Ms. Heena Kauser, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
19.05.2025

1. 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.
2. The facts are that the petitioner and the respondent entered into a Lease Deed dated 26.07.2023 for an area of ad-measuring 3163.22 sq. feet (Carpet Area) and part area of Basement Floor ad-measuring 4000 sq. feet of building No.11, Pusa Road, New Delhi-110005.
3. The said Lease Deed contained arbitration clause being Clause 10Q which reads as under:

“q) That any dispute or differences between the parties hereto relating to or arising out of this Deed (including any dispute or differences as to the existence or



validity hereof) shall be referred for Arbitration by a sole arbitrator and the decision of the Arbitrator who shall be appointed by the Parties with mutual consent, shall be final and binding on the parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 and of any statutory modification or re-enactment thereof and the venue of Arbitration proceedings shall be at New Delhi. The expenses of the Arbitration proceedings shall be borne by each party in equal proportion or as per the decision of the Arbitrator.”

4. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 10.02.2025 and thereafter filed the present petition.
5. Mr. Dwivedi, learned counsel for the respondent has no objection to appointment of an Arbitrator.
6. I am satisfied that there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Harkirat Sawhney, Advocate (Mob. No.9810000381) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher



- Shah Road, New Delhi (hereinafter, referred to as 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 parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 19, 2025/*pk*

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