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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 702/2025 & I.A. 11307/2025

KAMLESH DUDEJA

.....Petitioner

Through: Mr. Naveen Sharma, Advocate.

versus

**M/S ARYAN BAGGA ASSOCIATES PVT. LTD
& ORS.**

.....Respondents

Through: Mr. J.V. Rana, Mr. Ashutosh Rana
and Mr. Mehul Gupta, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

08.07.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. As set up in the petition, case of the Petitioner is that the Petitioner is the owner/landlord of property bearing No. F-14/13, built on Plot No. 13 in Block-F-14 on land measuring 233.33 sq. yards, Model Town, Revenue Estate of Malikpur Chawani, Delhi. Petitioner and Respondents entered into a Lease Deed dated 29.06.2021 for running a gym for three years, commencing from 01.07.2021 and ending on 30.06.2024 at a monthly rent of Rs. 1.5 lakh. The tenancy of the lease expired on 30.06.2024 and tenancy stood terminated w.e.f. 01.07.2024 putting an end to the lessor-lessee relationship.



3. It is averred that on account of advance age, Petitioner requested the Respondents to vacate the property as she was not interested in extending the lease, however, Respondents failed to do so. Accordingly, on 24.02.2025 Petitioner issued notice invoking arbitration in terms of Clause 26 of the Lease Deed followed by an addendum dated 28.02.2025 for reference of the disputes to arbitration. There was no response from the Respondents.

4. Mr. J.V. Rana, learned counsel enters appearance on behalf of the Respondents and on instructions, submits that Respondents have no objection to appointment of a Sole Arbitrator by this Court since the existence of arbitration agreement is not in dispute.

5. Heard.

6. Under Section 11 of 1996 Act, the Court is required to examine the existence of the arbitration agreement. Respondents do not dispute the existence of arbitration agreement between the parties, which is incorporated in the Lease Deed dated 29.06.2021 as Clause 26. Counsels further agree to appointment of the Arbitrator by Delhi International Arbitration Centre ('DIAC') and for conduct of proceedings under its aegis.

7. Accordingly, with the consent of the parties, Coordinator, DIAC is requested to take requisite steps towards appointment of a Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per fee schedule of DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

8. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

9. It is made clear that this Court has not expressed any opinion on the



merits of the case and all rights and contentions of the respective parties are left open.

10. Petition along with pending application is disposed of in the aforesaid terms

JYOTI SINGH, J

JULY 08, 2025/shivam