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

+ **ARB.P. 735/2025**

ARADHNA ARORA

.....Petitioner

Through: Mr. Ranjan Kumar & Mr. Tushar
Arora, Advs.

versus

ANAMIKA SHARMA

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

20.08.2025

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1. This is a petition filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties, arising out of a Registered Lease Deed dated 13.09.2024 executed between the parties.

2. The brief facts of the case are that the petitioner entered into a Registered Lease Deed on 13.09.2024 with respect to the commercial premises/shop portion at the Ground Floor (without roof rights) ad-measuring 650 sq. feet of the built-up property bearing No. A-3/27, Janak Puri, New Delhi.

3. The said Lease Deed contained an Arbitration Clause, being Clause No. 21, which reads as under:-

“That whenever any disputes or differences will arise between the Lessor and the Lessee then the same shall be decided by an Arbitrator under Indian Arbitration Act, whose decision will



be binding upon the parties and could be made by the rule of the court.”

4. Since there were arrears of lease dues and penalty charges, the petitioner issued demand notice to the respondent, *vide* letter dated 23.02.2025. The respondent vacated the tenanted premises on 10.03.2025, without paying the dues mentioned in the demand notice. Hence, the petitioner invoked arbitration, *vide* legal notice dated 20.03.2025.

5. Mr. Shukla, learned counsel appears for the respondent, and states that the respondent does not dispute the arbitration clause and states that it is the respondent who has claims against the petitioner.

6. I am satisfied that there is a valid arbitration agreement between the parties and that there are disputes between the parties, which need to be settled through the arbitral mechanism.

7. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Ms. Gurmeet Bindra (Advocate) (Mob. No. 9810155549) 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 petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 20, 2025/DM